



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: November 8, 2021

Subject: **Approval of a Construction Contract for Phase I of the Winters Chapel Shared-Use Path from Dunwoody Club Drive to Charmant Place**

BACKGROUND

In 2015, Dunwoody and the city of Peachtree Corners completed and adopted the Winters Chapel Road Area Study that envisioned various streetscape improvements, including a shared use path between Spalding Drive and Peeler Road. The final construction plans for Phase I of the path between Dunwoody Club Drive and Charmant Place in Dunwoody contain the following improvements:

- Adding a 12-foot wide, concrete, shared-use path with lighting on the west side of Winters Chapel Road.
- Adding a crosswalk and pedestrian refuge island at Congregation Beth Shalom.
- Realigning the end of Dunwoody Club Drive to intersect Winters Chapel Road at more of a right angle and adding sidewalk on the south side of Dunwoody Club Drive.
- Adding a stormwater collection system and raising the elevation of the roadway to address poor drainage and to retain rainwater runoff from the additional impervious surface.

The city recently issued an invitation to bid for construction of Phase I. Five contractors submitted bids with Wilson Construction Management submitting the lowest bid at \$1,615,153.

FUNDING

The funds currently budgeted for this project are:

<u>Funding Source</u>	<u>Project Number</u>	<u>Amount</u>
HOST Capital	16P-WINT	\$814,190
HOST Paving	101	\$375,000
SPLOST	SP1-1816	\$560,626
	Funding Currently Allocated	\$1,749,816

The low bid matches the engineer's estimate for the project and is below the available funding amount. Up to an additional \$400,000 may be needed for construction contingency, Georgia Power lighting, construction management, and inspections.

SCHEDULE



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Tree removal for utility relocation will begin in the next few weeks under a separate contract. The relocation of overhead and underground utility lines is expected to continue into early 2022, with path construction beginning as soon as the utility work has progressed to the point that the contractor can begin productive work. The entire project is expected to be completed in the spring of 2023.

RECOMMENDED ACTION

Staff recommends award of a contract to Wilson Construction Management, in the amount of \$1,615,153 and requests authorization of an additional \$200,000 for construction contingency to be administered as needed. There is a separate agenda item to allocate additional funds for the total project cost using the surplus from completed projects and other uncommitted SPLOST funds. Any of the additional funding that is not used for Phase I could be rolled into Phase II of the path project.



BID/PROPOSAL COST RESPONSES

Solicitation Identification: ITB 21-03 Bid Responses

Date: 10-12-2021

	Company	Bid Total
1	TRi SCAPES (Cna Addendum)	\$2,456,137 ³³
2	CMES, INC.	\$2,454,072 ⁰⁰
3	Precision 2000	\$3,067,286 ¹⁸
4	Wilson Constr. Mgt.	\$1,615,153 ⁰⁰
5	Summit Constr. + Dev.	\$2,253,832 ⁰⁰
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AGREEMENT BETWEEN THE CITY OF DUNWOODY AND WILSON CONSTRUCTION MANAGEMENT, LLC

This Agreement (the "Agreement") is made this ____ day of _____, **2021**, by and between Wilson Construction Management, LLC (hereinafter referred to as "Company"), and the City of Dunwoody, Georgia ("Dunwoody").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing the necessary labor, supervision, equipment, materials and supplies necessary for the execution of the work specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

WHEREAS, the City of Dunwoody solicited an Invitation to Bid (ITB 21-03) Winters Chapel Road Multi-Use Trail Phase 1 project in the City of Dunwoody, Georgia for the Dunwoody Public Works Department for the consideration herein mentioned and under the provision of the Specifications to furnish all equipment, tools, materials, skill and labor necessary to carry out and complete in a professional and workmanlike manner, the work specified, in conformity with the standards set forth in the ITB 21-03 Winters Chapel Road Multi-Use Trail Phase 1 Official Bid Documents and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Dunwoody Public Works Department Director or his representative. The Proposal is referenced, attached and incorporated herein as Exhibit A, and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required Winters Chapel Road Multi-Use Trail Phase 1 project as described in its entirety to the specifications as directed by the Public Works Director or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the

parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. In consideration for Services, Dunwoody shall pay a not to exceed price of \$1,615,153.00.

b. Manner of Payment. The City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the Services provided under this Agreement.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the Service as described in the Proposal, but in any event no later than December 31, 2021. If the Service has not been completed by December 31, 2021, this Agreement shall automatically renew for the part of the year necessary to conclude the Service unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written thirty (30) days' notice to Company.

5. Termination For Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. Compensation in Event of Termination.

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

8. Standard of Performance and Compliance with Applicable Laws.

Company represents that it possesses the skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company

agrees to perform in a reasonably diligent, efficient, competent and skillful manner commensurate with the industry standards of the profession for similar services performed at the same time and in the same locality, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement which are in effect at the time of Company's performance thereof.

Notwithstanding anything in this Agreement or an Exhibit to the contrary, Company shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor or of any other persons or entities performing portions of the work.

9. Conflicts of Interest.

Company warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

Notwithstanding the foregoing, Company may perform similar Services for other government sector clients during the term of this Agreement and realize no implications.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) to the extent they arise out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

12. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

13. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

With copies to:

City Clerk
Dunwoody City Hall
4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338

If to the Company:

Wilson Construction Management, LLC
Attn: Mr. Daniel Miller, Vice President
4104 W. White Road
Oakwood, Georgia 30566

14. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the

principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

15. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. Entire Agreement. This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit A. In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch

Title: Mayor

Date _____

Approved as to form:

City Attorney

Attest:

City Clerk

Wilson Construction Management, LLC

By: _____

Title: _____

Date of Execution _____

EXHIBIT "A"
PROPOSAL AND SCOPE OF SERVICES

THE CITY OF DUNWOODY, GEORGIA
DEPARTMENT OF PUBLIC WORKS



OFFICIAL BID DOCUMENTS

**WINTERS CHAPEL ROAD MULTI-
USE TRAIL, PHASE I**

ITB 21-03

BID OPENING DATE-OCTOBER 12, 2021



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

ITB 21-03

The City of Dunwoody is soliciting competitive sealed bids from qualified contractors for the **WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I** project for the Department of Public Works.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the ITB number and Company Name. Bids will be received until **2:00 P.M.** local time on **October 12, 2021** at the City of Dunwoody, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 2:05 P.M. Apparent bid results will be available the following business day on our website www.dunwoodyga.gov.

A **mandatory Pre-Bid Conference** will be held at **1:00 p.m.** on **Friday, September 24, 2021** at the City of Dunwoody City Hall, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338. The conference will include a review of the Bid Documents, and a question and answer period. Attendance at the Pre-Bid Conference is required. Bidders are expected to be familiar with the Bid Documents and to provide the City with any questions regarding the Bid Documents at the Pre-Bid conference or by the deadline for questions to be submitted.

Questions regarding bids should be directed to John Gates, Purchasing Manager, at purchasing@dunwoodyga.gov no later than close of business on **Tuesday, October 5, 2021**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

The written bid documents supersede any verbal or written prior communications between the Parties.

If a contract is awarded, it will be made to the lowest reliable bidder whose base bid proposal shall have met all of the prescribed requirements. The City reserves the right to reject any or all bids, to waive technicalities and to make an award deemed in its best interest. The low bid will be determined based on the sum of the base bid and any alternates selected by the City.

All companies submitting a bid will be notified in writing of award. We look forward to your bid and appreciate your interest in the City of Dunwoody.

John Gates
Purchasing Manager

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PROJECT DIRECTORY**The City of Dunwoody, Georgia****ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**

OWNER	The City of Dunwoody, Georgia 4800 Ashford Dunwoody Rd Dunwoody, GA 30338 (678)-382-6700
Mayor	Lynn P. Deutsch
City Manager	Eric Linton
Associated Department	Public Works Michael Smith, P.E. Director David Ayers, Construction Management david.ayers@dunwoodyga.gov
Design Consultant	Croy Engineering Scott McNally, PE

BID INSTRUCTIONS

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

CITY OF DUNWOODY

DEPARTMENT OF FINANCE AND ADMINISTRATION - PURCHASING DIVISION

GENERAL INSTRUCTIONS FOR BIDDERS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document or not relevant to the particular type of good or service.

1. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Dunwoody contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without the permission of Purchasing between the date of the issuance of the solicitation and the date of the final contract award. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

2. BID TIME TABLE. The anticipated schedule for the bid process is as follows:

Bid Documents Posted.....	Friday, September 10, 2021
<u>Mandatory</u> Pre-Bid Conference.....	1:00 PM, Friday, September 24, 2021
Deadline for submission of questions	5:00 PM, Tuesday, October 05, 2021
Deadline for submission of Bid	2:00 PM, Tuesday, October 12, 2021
Bids Valid Until.....	Wednesday, December 28, 2021

3. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between Parties. Receipt of addendum should be acknowledged in the bid. Although Purchasing will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with Purchasing prior to bid submittal.

4. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Dunwoody Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

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- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. The City of Dunwoody is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by the City. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated into City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

5. WITHDRAWAL OF BID DUE TO ERRORS:

- A. The Bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.
- B. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- C. The Bidder has up to forty-eight (48) hours to notify Purchasing of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Bidders who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.
- D. Bid withdrawal is not automatically granted and will be allowed solely at the City of Dunwoody's discretion.

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6. TESTING AND INSPECTION:

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

7. F.O.B. POINT:

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

8. PATENT INDEMNITY:

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

9. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):

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

10. AWARD:

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

11. DELIVERY FAILURES:

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for

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a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

12. CITY FURNISHED PROPERTY:

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

13. REJECTION AND WITHDRAWAL OF BIDS:

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

14. CONTRACT:

- A. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.
- B. It is understood that the bidder has reviewed the contract documents with the understanding that the City of Dunwoody requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.
- C. When the contractor has performed in accordance with the provisions of this agreement, the City of Dunwoody shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

15. NON-COLLUSION:

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

16. DEFAULT:

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Manager, shall constitute contract default.

17. TERMINATION FOR CAUSE:

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

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18. TERMINATION FOR CONVENIENCE:

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

19. DISPUTES:

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Manager shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

20. SUBSTITUTIONS:

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

21. INELIGIBLE BIDDERS:

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

22. BUSINESS LICENSE:

Each successful bidder shall provide evidence of a valid City of Dunwoody business license if the bidder maintains an office within the City of Dunwoody. Unincorporated, out of City, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by City ordinance or resolution.

23. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

24. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

BID INSTRUCTIONS

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

25. GENERAL CONTRACTORS LICENSE:

All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

26. INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

27. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

DIRECTIONS TO DUNWOODY CITY HALL

From I-285 take Exit 29 (Ashford-Dunwoody Rd.) and turn North. At the eighth traffic light, turn left on Ashford Gables Drive. The entrance to the parking lot for 4800 Ashford Dunwoody Rd is on the right. The City of Dunwoody offices are on the second floor.

END OF BID INSTRUCTIONS SECTION 0100

BID CHECKLIST
ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

*****ATTENTION*****

IN ORDER FOR CONTRACTOR BID PACKAGE TO BE CONSIDERED RESPONSIVE, THE FOLLOWING FORMS OR INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL. **COMPLETE AND RETURN THIS FORM WITH YOUR BID:**

- ☐ USE THE CITY BID SCHEDULE AND FORWARD WITH THE SEALED PROPOSAL FORM.
- ☐ ACKNOWLEDGE APPLICABLE ADDENDA.
- ☐ PROVIDE 5% BID BOND – BOND REQUIREMENTS ARE CLEARLY STATED IN THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT PURCHASING.
- ☐ RETURN APPLICABLE COMPLIANCE AFFIDAVIT SHEETS/ SPECIFICATION SHEETS.
- ☐ QUALIFICATIONS SIGNATURE AND CERTIFICATION
- ☐ PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
- ☐ KEY PERSONNEL RESUMES AND ORG CHART
- ☐ STATEMENT OF BIDDERS QUALIFICATIONS AND REFERENCES
- ☐ CORPORATE CERTIFICATE
- ☐ SUBCONTRACTOR LISTING
- ☐ STATEMENT OF EQUIPMENT
- ☐ IF THE BID AMOUNT EXCEEDS \$250,000, THE BIDDER SHALL SUBMIT WITH THE BID A COPY OF THEIR GEORGIA DEPARTMENT OF TRANSPORTATION CERTIFICATION OF QUALIFICATION LETTER SHOWING ELEGIBILITY TO BID

FAILURE TO RETURN THE ABOVE DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

1. All Bidders are required to submit a Bid Bond or a certified check made payable to the City of Dunwoody in the amount of **five percent (5%)** of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.
2. The **awarded bidder** will be required to furnish a Performance Bond equal to **100%** of the contract amount and a Payment Bond equal to **100%** of the total contract amount. Insurance coverage shall be provided as required by the contract documents. Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-V or higher.
3. The awarded bidder will be required to submit Maintenance Bond valid for 12 months in the amount of the total bid.
4. The Contractor shall provide proof of commercial general liability insurance with coverage of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of **The City of Dunwoody and Croy Engineering under the Contract.**

SCOPE OF WORK
ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE 1

The Winters Chapel Road Multi-Use Trail, Phase I project work includes adding a 12-foot wide concrete path along the west side of Winters Chapel Road from Charmant Place north to Dunwoody Club drive. Additional shoulder improvements include a closed drainage network, curb and gutter, grading, sidewalk on the east side, and a re-aligned intersection at Dunwoody Club Drive and Winters Chapel Road. The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Dunwoody Director of Public Works or his representative.

Construction plans can be accessed and downloaded at the following link:

<https://dunwoodyga.sharefile.com/d-sdf626864b8484485b3654dd31dfc305e>

Unless otherwise specified, the project shall be completed in compliance with the Construction Documents prepared by **CROY ENGINEERING** dated and stamped **09/03/2020**, Georgia Department of Transportation Standard Specifications and Supplemental Specifications, Current Edition and the bid documents including all appendices and addenda. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required to complete the work in accordance with the plans, specifications as directed, and the terms of this contract. The contractor is responsible for inspecting the site and for being thoroughly familiar with all bid and contract documents.

Any item which must be removed during the construction work and which is not specifically called for shall be removed by the contractor. The cost shall be included in other unit price bid items. No claims will be considered for extra compensation.

Minimum Contractor Qualifications

The contractor must meet Georgia licensing requirements and be a Georgia Department of Transportation prequalified qualified contractor. The contractor shall have been a licensed general or utility contractor engaged in construction and successful completion of work of similar character and magnitude for at least **five years** and shall demonstrate the financial ability to perform the work. The current Certificate of Qualification letter must be submitted at time of bid.

Traffic Control

All traffic control shall be provided by the contractor in accordance with GDOT's "shelf" Special Provision 150. Assistance from police officers will not be provided by the City. Two way traffic

and driveway access must be maintained throughout the construction of this project. Work times and lane closure or restriction times are detailed in **Special Conditions Article 2.5**

The contractor shall add, replace, remove, and/or reset existing roadway signs, as necessary, throughout the construction to comply with the MUTCD.

Schedule

Notice to Proceed is expected to be given in December 2021 and the contractor shall mobilize within 10 days of receiving notice to proceed. Work shall be completed within **270** calendar days beginning from either the first day of construction activity (e.g. silt fence installation), or 10 days after the Notice to Proceed is issued, whichever occurs first. Once construction begins in an area, the contractor shall work diligently and without delay to complete the work in order to minimize disruption to the property owners.

Delay in completion of the project results in additional management and testing costs to the City and erosion of public confidence and goodwill. The failure or delay in completing work on time will result in daily deductions (liquidated damages) as outlined in **Special Conditions, Section 850, Article 2.3**. For each day or Available Day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work previously agreed to by both parties, as may be required from time to time. The amount of such charges is hereby agreed upon as fixed liquidated damages due the City of Dunwoody after the expiration of the time for completion specified in the contract. The Contractor shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City of Dunwoody and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the City and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

Parcel Specific Details

The parcel specific site conditions are outlined in the **Special Conditions, Section 850, Article 1.2**.

Sidewalk Construction Notes

1. Maximum sidewalk cross slope including driveway crossings shall be 2% unless otherwise indicated on the plans.

SCOPE OF WORK
ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE 1

2. The contractor will be responsible for protecting the sidewalk from weather, traffic and vandalism during concrete curing. Any defects or defacement resulting from failure to protect the concrete will be repaired at the contractor's expense.
 - a. Any walls visible from roadways or residences shall have a granite façade.

Paving

1. The maximum allowable time between milling and placing new pavement shall be 48 hours.
2. Marking tape is permissible for temporary pavement markings on milled surfaces and freshly paved asphalt when traffic remains in the original configuration. Temporary marking must be placed, and maintained until permanent marking can be installed, on all pavement areas to be opened to traffic. **The pre-marking layout shall be approved by the City prior to temporary or permanent pavement marking.**
3. Interim pavement marking must be installed prior to opening areas to traffic. Traffic configuration changes shall be full pattern pavement markings. Temporary tape is not permissible on traffic configuration changes. The City of Dunwoody shall approve all striping layout. If the project requires asphalt paving, thermoplastic pavement markings must be installed no sooner than 15 days after paving but no later than 30 days after paving on final surface courses. Should the contractor fail to meet these requirements, the City will remove these items from the contract and deduct from the contract any additional costs incurred by the City to complete the work.
4. Manhole and Water Valve Box Adjustments-It shall be the Contractor's responsibility to note and mark the location of each water valve box and manhole cover on the streets prior to resurfacing then locate and adjust each of these after resurfacing. Adjustments may be made with adjustable rings.
5. A material transfer vehicle is not required unless the plant and mix used require one as noted on GDOT's QPL 45.

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**General Notes:**

1. The Contractor is responsible for calling for utility locations prior to the start of work. The Contractor shall locate below ground and above ground utilities that may be affected by the work using whatever means may be appropriate. It shall be the Contractor's responsibility to coordinate his work with any utility owner who may be in conflict with his work. No claims will be considered for extra compensation.
2. The Specifications, the Drawings, and other Contract Documents shall be complementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be binding as if indicated, called for, or implied by all. If conflicts or discrepancies between the bid documents, engineering drawings and referenced specifications arise during the course of the construction work, the conflicts or discrepancies shall be immediately brought to the attention of the Engineer, who will evaluate the conflict or discrepancies based on the design intent, ultimate use, and/or intended goal(s) of the of the project. If the conflict cannot be satisfactorily resolved in this way the most stringent requirements will apply.
3. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
4. Upon the completion of each work, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the Contractor. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation.
5. The Contractor will be responsible for restoring lawns and landscaped areas to pre-construction conditions. This includes reconnecting or repairing any damaged irrigation systems, installing new turf, and replacing any bed materials that have been removed. Turf replacement shall be with materials of like kind (i.e. Bermuda sod with Bermuda sod, fescue seed with fescue seed, etc.). The Contractor is responsible for verifying the presence of irrigation systems and for coordinating relocation with the property owner. Mailboxes are to be reset or replaced in kind.
6. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Dunwoody, Georgia, Public Works Director or City of Dunwoody, Georgia or Public Works Designee".
7. Contractor shall have all vehicles marked with their company name.

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

8. The Contractor will conduct, at Dunwoody City Hall, one (1) overall contract pre-construction meeting shortly after award of the contract, and monthly progress meetings as outlined in Special Conditions Section Article 5.
9. The City of Dunwoody will not provide restroom facilities on site.
10. The Contractor shall perform project housekeeping/clean-up on a daily basis. A 24-hour contact must be provided to the City of Dunwoody for all issues as needed in regards to the project for any safety, signage, or other emergency as needed.
11. The Contractor shall obtain permission from any private property owner on whose property construction equipment may be parked. Failure to obtain permission from property owners may result in citations.
12. Inspections and testing will be performed by a qualified firm hired by the City. The Contractor shall ensure that testing personnel is on site at all times when utilities are being backfilled and compacted or when fill is being placed beneath paving, curb and sidewalk areas. It is the responsibility of the Contractor to schedule and coordinate testing.
13. If unsuitable soils are found, a recommendation is to be obtained by the on-site representative for their mitigation. Unsuitable soils removed without direction from the engineer will not be considered for reimbursement.
14. The Contractor shall provide supervision for the work and have a responsible foreman continuously on the job. There shall be at least one person in a position of responsibility on the site at all times who can communicate effectively in English.
15. All services provided by Contractor shall be performed in a workmanlike and professional manner to the satisfaction of the City. Contractor warrants that all material, equipment, and workmanship furnished hereunder shall be free from fault or defect and suitable in appearance without cracks or degradation and for the purposes for which they were installed, and agrees, at its expense, to promptly remedy any failure of such material, equipment, or workmanship to comply with such warranty, if such failure is discovered, and Contractor is notified thereof in writing, within one (1) year following the issuance of the Final Completion letter by the City.
16. Contractor shall adequately protect workers, land owners or tenants, adjacent property, and the public during construction operations. The Contractor shall plan and conduct the construction of the project to comply with local, state, and federal laws, rules and regulations and to exercise the highest degree of care to safeguard persons and property from injury.

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Contractor will perform all services in compliance with applicable Federal Health and Safety laws currently in effect. Neither the giving of such special instructions by the City Representative nor the adherence thereto by Contractor shall relieve Contractor of the sole responsibility to maintain safe and efficient working conditions. Contractor shall require its employees to wear protective clothing, reflective vests, masks, eye protections, etc. during any operation as required or directed by applicable laws, regulations, ordinance, and/or direction by manufacturer of materials or equipment.

17. The successful Bidder will be permitted to sublet a portion of the work. However, the successful Bidder acting as Prime Contractor shall perform, with his own organization, work amounting to not less than **thirty-five percent (35%)** of the total contract cost, including materials, equipment, and labor. Purchase of materials and rental of equipment by the Prime Contractor for use by a Subcontractor will not be allowed when computing the 35% limitation.

Winters Chapel Road Trail, Phase I (BID FORM)

#7..

ITB 21-03

9/10/2021

ITEM NO.	DESCRIPTION	UNIT	PLANS QTY	UNIT PRICE	PROJECT COST
ROADWAY					
150-1000	TRAFFIC CONTROL -	LS	LUMP		
205-0210	EXCAVATION – ROCK-SPECIAL PROV (AS DIRECTED BY CITY ENGINEER)	CY	25		
206-0002	BORROW EXCAV, INCL MATL-SPECIAL PROV (AS DIRECTED BY CITY ENGINEER)	CY	500		
207-0203	FOUND BKFL MATL, TP 2 (AS DIRECTED BY CITY ENGINEER)	CY	100		
210-0100	GRADING COMPLETE -	LS	LUMP		
310-1101	GR AGGR BASE CRS, INCL MATL	TN	400		
318-3000	AGGR SURF CRS	TN	250		
402-1802	RECYCLED ASPHALT CONC PATCHING, INCL BITUM MATL & H LIME	TN	250		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	1250		
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	200		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	800		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	100		
413-1000	BITUM TACK COAT	GL	850		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	250		
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	320		
441-0104	CONC SIDEWALK, 4 IN	SY	530		
441-0106	CONC SIDEWALK, 6 IN	SY	2330		
441-0108	CONC SIDEWALK, 8 IN	SY	225		
441-4020	CONC VALLEY GUTTER, 6 IN	SY	120		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	3200		
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	LF	3200		
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	3200		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	110		
999-0001	SPECIAL DESIGN OUTLET CONTROL STRUCTURE	EA	1		
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	448		
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	86		
550-1600	STORM DRAIN PIPE, 60 IN, H 10-15	LF	560		
500-3200	CLASS B CONCRETE	CY	10		

Packet page:....

600-0001	FLOWABLE FILL	CY	50		#7..
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	20		
603-7000	PLASTIC FILTER FABRIC	SY	20		
607-1000	MORTAR RUBBLE MASONRY (ADD SERVICE #1)	CY	95		
611-3000	RECONSTR CATCH BASIN, GROUP 1	EA	2		
643-0050	TEMPORARY FIELD FENCE	LF	150		
643-8210	WOOD FENCE - 8FT PRESSURE TREATED PINE PRIVACY	LF	1375		
643-8405	FENCE, SPECIAL DESIGN - RAILING (AS DIRECTED BY CITY ENGINEER)	LF	650		
647-0220	TRAFFIC SIGNAL INSTALLATION - COMPLETE	LS	1		
668-1100	CATCH BASIN, GP 1	EA	4		
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	LF	3		
668-1200	CATCH BASIN, GP 2	EA	5		
668-1210	CATCH BASIN, GP 2, ADDL DEPTH	LF	32		
668-2100	DROP INLET, GP 1	EA	1		
668-4300	STORM SEWER MANHOLE, TP 1	EA	4		
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	4		
668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	LF	5		
670-9730	RELOCATE EXIST WATER METER, INCL BOX	EA	8		
SANITARY SEWER					
660-0808	SANITARY SEWER PIPE, 8 IN, DUCTILE IRON	LF	25		
PERMANENT EROSION CONTROL					
700-6910	PERMANENT GRASSING	AC	3		
700-7000	AGRICULTURAL LIME	TN	9		
700-8000	FERTILIZER MIXED GRADE	TN	7		
700-8100	FERTILIZER NITROGEN CONTENT	LB	150		
700-9300	SOD	SY	1250		
TEMPORARY EROSION CONTROL					
163-0232	TEMPORARY GRASSING	AC	3		
163-0240	MULCH	TN	50		
163-0300	CONSTRUCTION EXIT	EA	1		
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	6		
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	150		

163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	13		#7..
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1010		
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	100		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	16		
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	10		
167-1500	WATER QUALITY INSPECTIONS	MO	15		
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	3420		
455-1000	FILTER FABRIC FOR EMBANKMENT STABILIZATION	SY	500		
SIGNING AND MARKING					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	50		
636-2080	GALV STEEL POSTS, TP 8	LF	84		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	8		
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	2		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	3500		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	5200		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	100		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1600		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	1700		
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLF	500		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	456		
654-1001	RAISED PVMT MARKERS TP 1	EA	350		
MISCELLANEOUS ITEMS					
999-0002	TENSAR TX160 TRIAXIAL GEOGRID (AS DIRECTED BY CITY ENGINEER)	SY	350		
999-0003	STABILIZER AGGREGATE-4" SURGE STONE (AS DIRECTED BY CITY ENGINEER)	TN	100		
				TOTAL:	\$

TOTAL BID: \$ _____

The Unit Price Bid Items provided for in the Bid Schedule are intended to be the only pay items under which the Contractor will be compensated for work described above. The Contractor shall examine the requirements of the work and the pay items in the Bid Schedule and include in the unit prices submitted all labor, equipment, materials, appurtenances, overhead, profit, vehicles, and all other things incidental for the completion of the work as specified.

The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Certification of Non-Collusion in Bid Preparation _____
Signature
Date

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Contractor. In the event of the City's termination of this agreement for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the City's termination of this Agreement for fund appropriation, the Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In compliance with the attached specifications, the undersigned offers and agrees to furnish any or all of the items upon which prices are bid, at the price set opposite each item, within the time specified in the Bid Documents.

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody? Yes ☐ No ☐

Representative Signature _____

Printed Name _____

Telephone Number _____

Email Address _____

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT

Name of Contractor: _____

Address of Contractor: _____

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

(Name of Surety)

(Address of Surety)

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

(Name of Obligee) City of Dunwoody Georgia
(Address of Obligee) 4800 Ashford Dunwoody Rd
Dunwoody, Georgia 30338

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

WHEREAS, the Principal is about to submit, or has submitted, to the City of Dunwoody, Georgia, a proposal for furnishing materials, labor and equipment for: **WINTERS CHAPEL MULTI-USE TRAIL, PHASE I,**

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

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within 10 days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Dunwoody, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Dunwoody, Georgia, each in an amount of 100 percent of the total Contract Price, in form and with security satisfactory to said the City of Dunwoody, Georgia, and otherwise, to be and remain in full force and virtue in law; and The Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Dunwoody, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Signed, sealed, and dated this _____ day of _____, 20____

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)
(Seal)

(Address)

(Witness as to Surety)

(Address)

AFFIDAVITS**ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I
SAMPLE**

Solicitation No. _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dunwoody at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number_____
Company Name_____
BY: Authorized Officer or Agent Date
(Contractor Signature)_____
Title of Authorized Officer or Agent of Contractor_____
Printed Name of Authorized Officer or AgentSUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public_____
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

QUALIFICATIONS SIGNATURE AND CERTIFICATION**(Bidder to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized

Signature _____ Date _____

Print/Type

Name _____

Print/Type

Company Name _____

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**Company Name:** _____**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. **If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information. Attach all additional sheets to this Statement.**

Legal Name of Bidder: _____

Permanent Main Office Address: _____

1. When organized? _____

2. If a Corporation, where incorporated? _____

3. Number of years engaged in the contracting business under your present firm or trade name? _____

4. Credit Available for this contract? _____

5. Projects/work now in progress and expected completion: _____

6. Contracts now in hand (Gross Amount): _____

7. General character of work performed by your company: _____

8. Total number of Employees on your Company Payroll: _____

9. In the past 3 years, have you failed to complete a project within the original contract time? _____

10. If so, where and Why? _____

11. Have you ever defaulted on a Contract? If so, where and why? _____

12. List projects completed by your company that were similar to this project and whom may be contacted as reference to your being a qualified and responsible bidder for this type of work:

PROJECT	COST	COMPLETED	CONTACT	PHONE

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Company Name: _____

13. Background and experience of the principal members of your organization, including officers:

14. Have you ever refused to sign a Contract at the original bid? If so, where and why?

15. Give bank reference: _____

16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, _____, certify that I am a principal or other representative of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

BIDDER: _____
(company name)By: _____
(name signed)_____
(name printed or typed)

Title: _____

Date: _____

Subscribed and sworn to me this ____ day of _____, 20____.

NOTARY PUBLIC: _____
(name signed)_____
(name printed or typed)Commission Expires: _____
(Date)

(SEAL)

CORPORATE CERTIFICATE**(Bidder to sign and return)**

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

This _____ **day of** _____, **20** _____

_____(Seal)

(Signature)

SUBCONTRACTOR LISTING
ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Company Name: _____

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

SUBCONTRACTOR LISTING

Pursuant to bidding requirements for the work titled: **WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**. Names of subcontractors from whom quotes, proposals, bids, or other information used to build the Bid were obtained and are proposed by the bidder for subletting, should be listed and **included with the bid**.

Portion of the Work:

Subcontractor Name & Address:

**USE ADDITIONAL SHEETS
IF REQUIRED**

Bidder: _____

By: _____

Title: _____

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

STATEMENT OF EQUIPMENT
ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

1. Pursuant to bidding requirements for the work titled:

WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

2. Showing Machinery and Other Equipment Available to Contractor for Prosecuting the Work Included in Contract.

Available Machinery and Other Equipment		Owned/ Rented	Date Proposed to be placed on Work
Kind – Size – Capacity	Location		
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

A complete list of equipment owned by Contractor may be attached to this statement.

The above is a true statement of the equipment available to the undersigned bidder for prosecuting the work included in the contract.

Signed: _____

Name: _____ (print)

Title: _____

END OF STATEMENT OF EQUIPMENT

APPENDIX A
SAMPLE CONTRACT AND GENERAL CONDITIONS
DO NOT SIGN CONTRACT. DO NOT SUBMIT WITH BID.

CONTRACT

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

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

(Description)

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

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty, the amount as outlined in Section 108.08 of GDOT's Standard Specifications as liquidation of the extra expense incurred by the City and liquidated damages to the City.

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

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

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

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

(Signatures Next Page)

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

CITY OF DUNWOODY, GEORGIA

By: _____

Lynn P. Deutsch, Mayor
City of Dunwoody, Georgia

ATTEST:

Signature

Print Name
City Clerk/ City of Dunwoody

APPROVED AS TO FORM:

Signature
City of Dunwoody Staff Attorney

SERVICE PROVIDER: _____

BY: _____

Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

GENERAL CONDITIONS
ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

These General Conditions will apply unless a particular item is specifically addressed in the solicitation documents

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

2. REGULATIONS

- 2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3. WORK HOURS

- 3.1 Unless otherwise noted in the General Conditions or Special Provisions, the Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

4. CONTRACTOR'S PERSONNEL

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.

GENERAL CONDITIONS**ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**

- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractors' employees shall wear (when appropriate) neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Specification.
 - 4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.
 - 4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.
 - 4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
 - 4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. ITEMS PROVIDED BY THE CITY

- 5.1 Work Location. It shall be the sole responsibility of the Contractor to provide for project team work locations.
- 5.2 Uninterruptible Power Supply (UPS). It shall be the sole responsibility of the Contractor to provide for project team all necessary UPS.
- 5.3 Printers. It shall be the sole responsibility of the Contractor to provide for project team all necessary printers.
- 5.4 Office Space. It shall be the sole responsibility of the Contractor to provide for project team all necessary office space.
- 5.5 Utility Services. It shall be the sole responsibility of the Contractor to provide for project team all necessary utility services.
- 5.6 Employee Parking. It shall be the sole responsibility of the Contractor to provide for project team all necessary parking.

GENERAL CONDITIONS**ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I****6. TOOLS AND EQUIPMENT**

It shall be the sole responsibility of the Contractor to provide for project team all tools, parts and equipment necessary to perform work under this Contract.

7. PERFORMANCE REQUIREMENTS

- 7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 7.2 The Contractor's personnel shall perform work in a neat and professional manner, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.
- 7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative.
- 7.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

8. CONFIDENTIAL INFORMATION

- 8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- 8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.
- 8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

9. USE OF PREMISES

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

10. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

- 11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.

GENERAL CONDITIONS**ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**

- 11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.
- 11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.
- 11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.
- 11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338.

12. COMPLIANCE WITH LAWS AND REGULATIONS

- 12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.
- 12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.
- 12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of the Official Code of Georgia Annotated and relevant State Rules and Regulations.

13. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

14. INDEMNIFICATION AND INSURANCE

- 14.1 The Contractor shall indemnify, defend and hold completely harmless the City, the County, Croy Engineering, and the members (including, without limitation, members of the City's Council and Board of County Commissioners, and members of the citizens' advisory committees of each), officers, employees and agents of each, with regards to Paragraph 14, each and all collectively referred to as the City, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not

GENERAL CONDITIONS**ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**

limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

- 14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.
- 14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit

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payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

- 14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

14.7.4 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

14.7.5 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 15.2

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of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

- 15.1 A surety Bond/Letter of Credit is not required for this Contract.
- 15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

16. CONTRACT ADJUSTMENTS

- 16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

17. SUBCONTRACTORS

- 17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any

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obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.

- 17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.
- 17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

18. DEFAULT AND TERMINATION

- 18.1 In the event that:

- 18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
- 18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
- 18.1.3 the Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 18.1.7 There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
- 18.1.8 The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by

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default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

19. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative and an Assistant Representative designated to serve in that capacity in the absence of the CITY'S AUTHORIZED REPRESENTATIVE, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CITY'S AUTHORIZED REPRESENTATIVE have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

It is recognized that the attached Intergovernmental Agreement (IGA) between the City of Dunwoody, Georgia and DeKalb County, Georgia extends certain Owner authority to the County and/or its representatives. Nothing in this Contract shall limit the authority provided to the County by the IGA.

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Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's and County's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

21. NOTICES

21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

21.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

21.3 Either party may change its notice address by written notice to the other given as provided in this section.

22. NONDISCRIMINATION

22.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

22.1.1 Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

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22.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City 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 supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

23. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

24. GENERAL PROVISIONS

24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, the Intergovernmental Agreement, and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.

24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at

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the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

- 24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City or County, and the Contractor shall indemnify and save the City, as described in Paragraph 14, harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City
- 24.6 The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 24.9 If the City/County shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City/County shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.
- 24.10 The City/County shall have the right to recover from the Contractor all of the City's/County's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 24.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City/County.
- 24.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.
- 24.13 The City/County may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City/County shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract;

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whenever the City/County so cures a default by the Contractor, all costs and expenses incurred by the City/County in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

- 24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City/County which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City/County, the Contractor shall so advise the City in writing of the amount of the extra charges. The City/County is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City/County for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City/County, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City/County and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 24.16 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

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- 24.17 The Contractor and subcontractors shall prepare and provide the City/County with all detailed reports as required under the Contract on a timely basis. The City/County reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 24.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 24.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 24.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.
- 24.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 24.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.
- 24.23 The Contractor, the City, and the County hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 24.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.
- 24.25 Contractor must adhere to the City's Travel Policy.

* * * * * END OF GENERAL CONDITIONS * * * * *

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SPECIAL CONDITIONS

ARTICLE 1 – THE WORK

1.1 Summary of the Work

The Work included in this project consists of furnishing all superintendence, skilled and unskilled labor, materials, equipment, services, and all other necessary items for **Winters Chapel Road Multi-Use Trail, Phase I** as described in the Plans and Specifications. The Contractor shall perform all work required for such construction in accordance with these Contract Documents and subject to the terms and conditions of the Contract, complete and ready to use.

1.1.1 General Work Summary

This project will consist of work as described below:

The **Winters Chapel Road Multi-Use Trail, Phase I** project consists of grading, road widening with curb and gutter, storm drain installation, sidewalk / trail construction and paving along Winters Chapel Road, between Charmant Place and Dunwoody Club Drive.

1.2 Staging, Work Sequence, and Parcel Specific Conditions

PRE-BID WORK BY OTHERS: Tree removal and initial utility re-location / planning are being managed by the city concurrent with the construction bid/award phase (September thru December, 2021). It shall be the contractor's responsibility to take over the coordination / communication with all utility stakeholders once NTP has been awarded.

After successful installation of all Phase 1 BMPs, the contractor shall perform the major construction work for this project in the following sequence:

Stage 1 Perform all storm drain work for structures A1 (tie-in at Fountainbleau Drive) to A11, including road crossings, Outlet Control Structure and all fill operations to establish new shoulder profiles between Charmant Place and Fountainbleau Way, completing all necessary grading, curb installation, trail construction and permanent stabilization associated with the work. **If seasonal conditions do not permit placement of sod and final stabilization for this section, contractor shall install temporary grassing / stabilization prior to proceeding to Stage 2.**

Stage 2 Perform all shoulder improvements on the east side of Winters Chapel from the Synagogue (Parcel 003) north to Marston Way (STA 92+50 RT to 109+00 RT). At a minimum, contractor shall install temporary grassing / stabilization prior to proceeding to Stage 3.

Stage 3 Perform all work associated with the Dunwoody Club Drive/ Winters Chapel Road re-alignment, including signal work, trail construction and shoulder improvements on the west side of Winters Chapel Road from Dunwoody Club Drive south to Fountainbleau Way. Final paving, striping and signage to be installed during this stage, along with any remaining overall site stabilization and clean up.

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The Contractor shall be mindful of the special stipulations related to the Parcels noted on the Roadway plans.

1.3 General

- 1.3.1 Certain items of material and/or equipment and their installation may be specified on the Plans and not mentioned in the Specifications. Such items are to be considered as both shown on the Plans and noted in the Specifications and such items will be provided by the Contractor in accordance with the Specifications on the Plans.
- 1.3.2 All Work under this contract shall be constructed in accordance with the lines and grades shown on the Plans or approved Shop Drawings or as directed by the Project Manager. Any error or apparent discrepancy in the data shown or omissions of data required to accurately accomplish the stake-out survey shall be referred immediately to the Project Manager for interpretation or correction.
- 1.3.3 All surveying and engineering shall be provided by the Contractor at his expense.
- 1.3.4 Limit use of the premises to construction activities in areas indicated. Maintain safe traffic flow. Allow for Owner occupancy and use by the public.
- 1.3.5 Confine operations to areas within the construction limits/easements indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- 1.3.6 Keep access points serving properties clear and available to the Owner and occupants at all time. Do not use these areas for parking or storage of materials.

1.4 Property Damage

- 1.4.1 Exercise extreme care to minimize damage to property adjacent to the construction site, including rights-of-way. Repair and/or replace any damage resulting from Contractor's activities in a manner acceptable to the property owner and the Project Manager as soon as practicable.

1.5 Access to Properties and Maintenance of Traffic Flow

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- 1.5.1 For the convenience of the public, the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public. A minimum **48 hour notice** shall be given to property owners and/or residents prior to temporary driveway closures.
- 1.5.2 Once construction operations begin, it shall be the Contractor's responsibility to maintain access and traffic-flow until final Project acceptance. Construction operations shall be scheduled and executed in such a manner as to cause minimal inconvenience to owners of abutting property. Convenient access to all properties, roads, highways, sidewalks, and driveways affected by the Work shall be maintained. Routes normally used by vehicular traffic shall be safely negotiable without slipping, sliding or loss of traction. Maintenance operations are to be performed on a daily basis to provide access and to maintain traffic flow at all times.
- 1.5.3 No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each workday, and at other times when construction operations are not in progress for any reason, the Contractor shall remove all equipment and other obstructions from that portion of a roadway intended for public use.
- 1.5.4 The Contractor throughout the prosecution of the Work shall maintain access to fire hydrants and fire alarm boxes. Hydrants, alarm boxes, and standpipe connections shall be kept clear of obstructions and visible at all times. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.
- 1.5.5 Utility companies and public agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

ARTICLE 2 – TIME REQUIREMENTS, BASIS FOR PAYMENT, LIQUIDATED DAMAGES

- 2.1 Time for Completion:** The Contractor shall commence actual physical work on the Project within **ten (10) calendar days** of the date of the Notice to Proceed. The Contractor shall complete the work of each project ready for use not later than the number of calendar days as set forth below.

Substantial Completion: Work of **Project** shall commence within **ten (10) calendar days** of the date of Notice to Proceed. Substantial Completion of all the Work within project shall be achieved within **240 calendar days** from the date of the official Notice to

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Proceed. If the alternate bid is awarded with the base bid, work shall be completed within **270** calendar days.

Final Completion: Final completion of all work including corrective work shall be achieved within **30 calendar days** from Certified Substantial Completion

- 2.2 Basis of Payment and Retainage:** Payment shall be made on the basis of prices given in the bid. Lump sum prices shall be paid on the percent complete based upon a breakdown of lump sum items in the Bid and materials delivered to the job site. Unit prices will be applied to the actual quantities furnished and installed, as specified, in order to determine payment. **For each application of payment, the owner shall retain a sum equal to (10%) ten percent of total earned amount.**
- 2.3 Liquidated Damages:** Contractor and Owner recognize that time is of the essence and is an essential element of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in legally proving the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time.
- 2.3.1 Substantial Completion -** Accordingly, instead of requiring any such proof, Owner and Contractor agree that in the event that the work to be done under this Contract is not substantially completed within the times specified (and such additional extension of time as the Owner may have granted), the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of **\$500.00** for each additional day required to bring the work to Substantial Completion.
1. Substantial Completion is achieved when all items of work are completed in accordance with the Contract Documents, so that the project can be safely, conveniently and beneficially utilized for the purposes for which it is intended.
- 2.3.2 Final Completion -** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of **\$250.00** for each additional day required to bring the work to Final Completion.

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1. Final Completion is achieved when all corrective or punch list work is complete and the project is totally and completely capable of being utilized for the purposes for which is intended.
- 2.3.3 These fixed liquidated damages, as stated above, are established not as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner as a result of the failure on the part of the Contractor to complete the Work on time. The parties agree that the stipulated sum is a reasonable estimate of the probable loss by Owner. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

2.4 Contract Time Adjustments

- 2.4.1 The Contractor shall be compensated monetarily for extra and additional work. Contract time adjustments shall be limited to work associated with major work items which have been increased or decreased in the amount of 100% or more by an approved Change Order. Major Work Items are those items that make up a minimum of 20% of the total contract amount. The Contractor shall perform any additional Work concurrently with the original Work, and shall use additional manpower, additional shifts, overtime or other means to maintain the project schedule and Contract time.

2.5 Special Times and Work Restrictions

- 2.5.1 Allowable work hours of the Project are between the hours of 7:30 A.M to 8:00 P.M. Monday through Friday. Lane closures are not permissible between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. Monday through Friday. Any work outside of the above listed hours will need approval by the Project Manager a minimum 48 hours prior.
- 2.5.2 The contractor must stage the construction to minimize the frequency and duration of lane closures. All requests for lane closures for night work or weekend work must be submitted for approval to the Dunwoody Public Works Department 7 days in advance of the work.
- 2.5.3 The contractor shall provide a complete schedule and traffic control plan for City approval prior to beginning construction.
- 2.5.4 Any detours plans must be submitted 7 days in advance before approval

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**SPECIAL CONDITIONS****ARTICLE 3 – SUPERVISION AND CONSTRUCTION CONSIDERATIONS**

3.1 Supervisory Personnel

- 3.1.1 The Contractor shall employ and have at all times as his agent a competent Project Superintendent whose sole responsibility is to oversee the project. The Project Superintendent shall be knowledgeable and familiar with all aspects of the Work including Traffic Control and Erosion Control. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment, and labor as may be required to perform work and meet scheduled deadlines. The Superintendent shall be present on the project on a daily basis and maintain close communication with the Project Manager at all times. He shall work closely with the Project Manager or his representative in coordinating the various tasks of the project including layout of the work, measuring and quantifying items for payment, preparing long term schedules, ensuring signing and cleanup are performed satisfactorily, handling citizen complaints and any other tasks to ensure the project runs smoothly. At no time will the project be under construction without an assigned and approved Superintendent. Crew foremen will not be allowed to be substituted for the Project Superintendent. All communications given to the Project Superintendent shall be as binding as if given to the Contractor.
- 3.1.2 The Contractor, within **10 days** after award of the contract, shall furnish in writing to the Project Manager the names and qualifications of the Project Manager, Project Superintendent and other foreman level supervisory personnel. The Project Manager will promptly reply to the Contractor if after due investigation, he has reasonable objection to the personnel listed. Any changes in personnel after the project is under construction must be approved 10 days prior to any change.

3.2 Conformance with Specification

- 3.2.1 The Contractor shall accomplish all work under this Contract in accordance with the referenced Sections of the "Standard Specifications For Road And Bridge Construction," 2013 edition, published by the Georgia Department of Transportation as well as any supplements, revisions or special provisions of the Georgia Department of Transportation or other standards details or special provisions provided in the contract documents.

3.3 Utilities

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- 3.3.1 The Contractor must verify locations of water, sanitary, drainage, power, CATV and telephone installations and pipelines (all public utilities) along the Work route or in the vicinity of the Work in the field. The Contractor shall uncover these pipes, ducts, cables, etc. carefully, by hand prior to any work which might result in damage to the utility. Any discrepancies found thereby which might affect the prosecution and completion of the Work shall be brought to the attention of the Project Manager in order that any necessary changes may be made to permit completion of the Work. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. These conditions are supplemental to general requirements elsewhere in these Contract Documents.
- 3.3.2 The Contractor shall maintain, keep in service, and protect against damage to existing utilities during construction. The Contractor shall not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. He shall provide temporary services during interruptions to existing Utilities, as acceptable to governing authorities. Indicated utilities shall be disconnected and sealed before starting demolition operations as part of this work.

3.4 Protection of Property

- 3.4.1 The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping or facilities.
- 3.4.2 When a public water source is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations. In the event any of the Contractor's activities disrupt or endanger any facilities, he shall, at his own expense, make all necessary repairs or replacements to correct the situation to the satisfaction of the Project Manager. Such work shall progress continuously to completion on a 24-hour per day, seven workdays per week basis. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving Work under this Contract.

3.5 Weather Conditions

- 3.5.1 The Contractor is presumed to have taken all difficulties due to weather conditions into consideration in preparing his proposal and in establishing his time for completion of the Work of this contract. Work that may be adversely affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the

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Contractor shall take necessary precautions to protect all work, materials and equipment from exposure. The Owner reserves the right, through the opinion of the Project Manager, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation from the Owner for damage to the work from the elements of weather.

- 3.5.2 Weather will not be accepted as a justifiable reason for extension of time unless such should be abnormal. The following chart represents the number of calendar days per month that are considered normal for rain and wet ground conditions preventing work from being performed. Days not worked due to rain or wet ground conditions beyond those listed may be considered for claims for adjustment of time. **Contractor shall reconcile requests for time extension within 5 business days of the completion of each month if additional time is merited due to adverse weather conditions.**

January12	May.....6	September.....5
February.....11	June.....6	October.....4
March10	July.....7	November.....7
April.....8	August.....6	December.....9

3.6 Fire Protection

- 3.6.1 The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.
- 3.6.2 All workers shall be instructed and reminded by use of signs as to the dangers of explosion in the project area. Careless smoking by workers is prohibited, and it is the Contractor's responsibility to police his workers as well as subcontractors' and suppliers' personnel at the job site in this regard. All foremen and supervisors shall be informed as to the locations of fire alarm stations.
- 3.6.3 In the event that a hazardous explosion condition is created or discovered, the Contractor shall immediately notify the local Fire Department. The Contractor shall exercise all safety precautions and comply with all instructions issued by the Fire Department to prevent the occurrence of fire or explosion.

3.7 Safety and Health Requirements

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- 3.7.1 The Contractor shall comply in every respect with all Federal, State and Local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration.
- 3.7.2 The Contractor shall, when required, furnish evidence satisfactory to the Project Manager that materials and methods are in accordance with such standards or codes, copies of which shall be supplied on site by the Contractor.
- 3.7.3 Flaggers shall be GDOT-certified and shall have a current card in possession at all times while performing flagging operations. Reflective safety vests should be worn by flaggers and by workers while working in road.
- 3.7.4 **Covid-19 Precautions: At the pre-construction conference, the contractor shall provide the City with a copy of their company policy regarding virus precautions, safeguards and reporting protocols. All personnel shall adhere to City of Dunwoody safety protocols when visiting City Hall or other community facilities:**
- ** Do not go to City Hall without an appointment**
 - ** Wear a mask at all times while indoors at City Hall**
 - ** Do not come to work if you're sick**
 - ** Practice good personal hygiene including frequent hand-washing and appropriate social distancing when indoors**
 - ** Limit indoor meeting attendance to 10 people or less**
 - ** If contractor has an employee or sub who ends up testing positive for Covid-19, notify the City project manager immediately.**
 - ** Other instructions as posted or as amended at a later date due to CDC guidelines.**

ARTICLE 4 – PERMITS AND LICENSES

- 4.1 The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Georgia, the City of Dunwoody, and any other agency having jurisdiction over the work. He shall obtain all building and construction permits required for the Work and shall, with respectful notice, call for and obtain necessary inspections as required by these agencies.

ARTICLE 5 – PROJECT MEETINGS

5.1 Preconstruction

- 5.1.1 A Preconstruction meeting shall be held to acquaint representatives of the Owner and various agencies with those in responsible charge of the Contractor's activities for the

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**SPECIAL CONDITIONS**

project. The meeting will cover such subjects as insurance certificates, permits and licenses, affirmative action employment, construction schedules, soil erosion control, cost breakdown and applications for payment, material deliveries, storage, shop drawings and submittals, job site inspection by the Project Manager, safety and emergency action procedures, field offices, security, and other appropriate matters.

5.2 Monthly Meetings

5.2.1 Monthly Progress Meetings will be held at a time specified by the Owner and shall correlate with the gathering of quantities for payment. The meeting will cover such items as progress of the Work, updated construction schedules, pay quantity summaries, change orders, traffic control, utility coordination, shop drawings and submittals, job site inspection, soil erosion control, documented delays due to weather (reconcile monthly), safety, security, and any concerns that may have arisen since the last progress meeting. The Project Manager will prepare a brief summary report of the decisions or understanding concerning each of the items discussed at these meetings. The Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:

1. A description of the overall Project status and comparison to the Original Project Schedule.
2. Identification of activities which are behind schedule and a description of corrective action to be taken.

5.3 Job Site

5.3.1 The Project Manager or Contractor may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts that may impede the construction schedule. The Project Manager will prepare a brief summary report of the decisions or understanding concerning each of the items discussed at these meetings.

ARTICLE 6 – SUBMITTALS

6.1 Schedule

6.1.1 The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.

6.1.2 The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**SPECIAL CONDITIONS****6.1.3 Overall Project Schedule (OPS)**

1. Submit the schedule within **ten (10) days** after date of the **Notice of Award**
2. The Project Manager will review the schedule and return it within 10 days after receipt.
3. The Contractor will make revisions based on Project Managers input and submit final copy at the Pre-construction conference

6.1.4 Submit an update of the OPS with each progress payment request.**6.1.5 Submit the number of copies required by the Contractor, plus three to be retained by the Project Manager.****6.1.6 Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the Work.****6.1.7 The Contractor shall submit to the Project Manager for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.**

1. Each activity with duration of ten (10) or more days shall be identified by a separate bar. Activities with a duration of more than 30 days shall be sub-divided into separate activities.
2. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.
3. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and critical path activities.
4. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.

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5. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.
6. The schedule shall show the precedence relationship for each activity.
- 6.1.8 Updating: Show all changes occurring since previous submission of the updated schedule. Indicate progress of each activity and show actual completion dates.
- 6.1.9 Narrative Report: The Contractor shall be prepared to provide a narrative report at the Pre-Construction Meeting and the Project Coordination Meetings. The report shall include the following:
 1. A description of the overall Project status and comparison to the OPS.
 2. Identify activities which are behind schedule and describe corrective action to be taken.
 3. A description of changes or revisions to the Project and their effect on the OPS.
- 6.1.10 **Weekly Progress Schedule:**
 1. Upon **60%** of the Contract Time (or where applicable a Phase of a Project) being expended, the contractor shall prepare and submit a Weekly Progress schedule describing in detail the tasks remaining to be completed for the Project to be considered Substantially Complete.
 2. The schedule shall show in detail the proposed tasks to be completed each work week for the time remaining in the Project. Milestones will be depicted as Station Values as shown in the plans.
 3. The schedule shall show work completed since previous submission with work not completed being brought forward again.
 4. The Weekly Progress Schedule shall be submitted on Wednesdays for review by the Project Manager. The Contractor and Project Manager will meet Thursday to review and discuss the schedule.
- 6.1.11 **Work Interruptions** - When work is interrupted or delayed, the contractor shall submit notification to the Project Manager **24 hours** prior to resuming work.

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- 6.1.12 **Supervisory Personnel** - The Contractor, within **ten (10) days** after award of the contract, shall furnish in writing to the Project Manager the names and qualifications of the Project Manager, Project Superintendent and other foreman level supervisory personnel. The Project Manager will promptly reply to the Contractor if after due investigation, he has reasonable objection to the personnel listed. Any changes in personnel after the project is under construction must be approved **ten (10) days** prior to any change.
- 6.1.13 **Material Suppliers** - The Contractor, within 10 days after award of the contract, shall furnish in writing to the Project Manager the names suppliers for each portion of the Work. The Project Manager will promptly reply to the Contractor in writing after due investigation he has reasonable objection to the suppliers listed.

6.2 Product Data

- 6.2.1 Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.
- 6.2.2 Product data shall include materials of construction, dimensions, performance, characteristics, capacities, piping, controls, etc.

6.3 Samples

- 6.3.1 The Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Project Manager.
- 6.3.2 Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.
- 6.3.3 Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Project Manager and shall bear the Contractor's stamp certifying that they have been so checked. The Contractor shall prepay transportation charges on samples submitted to the Project Manager.

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- 6.3.4 The Project Manager's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.
- 6.3.5 Accepted samples will establish the standards by which the completed work will be judged.

6.4 Project Record Drawings, As Builts and Documents

Before Final Acceptance of the Project, the Contractor shall submit to the Project Manager certain records, certifications, etc., which are specified elsewhere in these Contract Documents. Missing, incomplete, or unacceptable items, as determined by the Project Manager or Owner, shall constitute grounds for withholding Final Payment to the Contractor. A partial list of such items appears below, but it shall be the Contractor's responsibility to submit any other items, which are required by the Contract Documents:

6.4.1 As-Built Requirements. During the entire construction operation, the Contractor shall maintain records of all deviations from the Plans and Specifications and shall prepare there from record drawings showing correctly and accurately all changes and deviations made during construction and showing completely the Work as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat, legible, and on reproducible material, shall be provided electronically and shall include at a minimum the following:

1. All storm drain and side drain improvement locations and elevations, including permanent erosion control features such as rip-rap aprons, stilling basins, etc.
 - Inlet and Outlet invert locations and elevations on all storm drain and side drain pipes.
 - Top and invert elevations on all drainage structures.
 - Horizontal, Vertical locations and profiles of all drainage systems and structures.
 - Elevation and locations of all storm water quality facilities catch basins, earthen berms, grades, channels etc.
 - Provide video inspection and footage of all storm pipe and structures
2. Bank Stabilization, creek channel routing, rip-rap areas and earthen banks and slopes
 - Points at all topographic breaks.
 - Cross-sections on fifty foot stations on centerline tangents.
3. Asphalt roadway cross sections to full extent of improvements.
 - Cross-sections on fifty foot stations on centerline tangents.
 - Driveway tie-ins and profiles, gravel or paved.

ARTICLE 7 – UTILITIES AND SERVICES

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7.1 Temporary Water

The Contractor shall provide temporary water. **Hydrant meters must be acquired from DeKalb County Watershed Management and installed prior to usage of hydrants.**

7.2 Temporary Sanitary Facilities

The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction workforce. The facilities shall comply with local codes and regulations and be situated at approved locations.

7.3 Drought Conditions

The contractor shall adhere to all State and Local Mandated Water restrictions during construction. The City of Dunwoody shall not be held responsible for any violation that might occur on the job site. The Contractor shall provide proof of water source while on job site when applicable.

ARTICLE 8 – SECURITY

- 8.1** The Contractor shall, if in his opinion it is necessary, employ watchmen and security guards to protect the job site against vandalism, burglary, theft, trespassing, etc. The Contractor shall care for and protect against loss or damage all material and equipment to be incorporated in the Work for the duration of the Contract, and shall repair or replace any damaged or lost materials or equipment.

ARTICLE 9 – SPECIAL CONTROLS

9.1 Chemicals

All chemicals used during project construction or furnished for testing or project operation will be required to show approval of the Environmental Protection Agency. The handling, use, storage, and disposal of such materials, containers, or residues shall be in strict conformance with manufacturer's and/or supplier's instructions. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office.

9.2 Soil Erosion Control

The Contractor shall be responsible for controlling soil erosion and sedimentation resulting from the Work until all disturbed areas have been permanently stabilized. He shall not allow the Work to cause siltation of any creek, stream, tributary, river, pond, lake, or other body of water. All of

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the Work shall be accomplished in conformance with the current edition of the "Manual for Erosion and Sediment Control in Georgia," published by the Georgia Soil and Water Conservation Commission.

9.3 Litter and Rubbish

The Contractor shall be responsible for maintaining the job site free from litter, rubbish and garbage.

9.4 Periodic Clean-Up; Basic Site Restoration

9.4.1 During construction the Contractor shall on a daily basis clean all roadway surfaces of dirt, dust, milled asphalt or aggregate, excess asphalt, liquid asphalt or emulsion from paving operations or any other accumulated construction debris. Dust shall be controlled by periodic wetting and sweeping and as set forth in GDOT Section 161.01. If required by the Project Manager, a vacuum type street sweeper shall be employed at the end of each day to sweep and clean all surfaces to the satisfaction of the Project Manager. Failure to satisfy this requirement shall be sufficient cause for the Project Manager to stop all work until the clean-up is performed. If the Project Manager deems it necessary the contractor shall clean any dust, dirt or debris resulting from the work from vehicles, buildings, walkways, parking lot pavements or other structures. All clean up shall be performed to the satisfaction of the Project Manager. Failure to satisfy this requirement shall be sufficient cause for the Project Manager to stop all work until the clean-up is performed.

9.4.2 When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses), promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders and debris shall be removed so that the site presents a neat appearance.

9.4.3 The Contractor shall perform the clean-up work on a daily basis and as frequently as ordered by the Project Manager. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Project Manager, if partially completed facilities must remain incomplete for some time

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period due to unforeseen circumstances. Sweeping of roadways will be a daily requirement at the end of the work day, and as needed.

- 9.4.4 Upon failure of the contractor to perform periodic clean-up and basic restoration of the site to the Project Manager's satisfaction, the Project Manager may, upon two (2) days prior written notice to the Contractor, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting there from shall be charged to the Contractor and deducted from the amounts of money that may be due him.

ARTICLE 10 – TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC-FLOW**10.1 Compliance with Regulations**

The Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Georgia State Department of Transportation, the City of Dunwoody and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways and any detours required by the Work.

10.2 Parking

No vehicles shall be parked in any residential driveway without written permission from the property owner. All sites for parking must be approved by the Project Manager prior to use. The Contractor shall be responsible for enforcing on-site parking regulations. No parking or staging of equipment on the root zone of existing trees which are to remain.

10.3 Spillage

All dirt or other material spilled from the Contractor's vehicles on existing pavements shall be removed by the Contractor whenever, in the opinion of the Project Manager, the accumulation is sufficient to cause the formation of mud, dust, interference with traffic, or create a traffic hazard.

ARTICLE 11 – EQUIPMENT AND MATERIALS**11.1 Quality**

All construction materials and products will be furnished from Georgia Department of Transportation certified suppliers and shall conform to the current Georgia Department of Transportation Standards and Specifications.

11.2 Delivery Schedule

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Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered, as nearly as feasible, in the order required for executing the Work. Deliveries shall be scheduled to minimize space and time requirements for storage of materials and equipment at the job site.

11.3 Storage

The Contractor shall store his equipment and materials at the job site in accordance with the manufacturer's recommendations and as directed by the Project Manager. He shall not store unnecessary materials or equipment on the job site and shall prevent any structure from being overloaded and endangering the safety of his or the City of Dunwoody personnel. The Contractor shall enforce the instructions of the Owner and the Project Manager regarding the posting of regulatory signs for loading on structures, fire safety and smoking areas.

11.4 Quality Assurance

If any Work (including the work of others) that is to be inspected, tested or approved is covered by the Contractor prior to such inspection, testing, or approval, it must, if requested by the Project Manager, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Project Manager timely notice of the Contractor's intention to cover the same and the Project Manager has not acted with reasonable promptness in response to such notice.

Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

ARTICLE 12 – FINAL CLEAN-UP; SITE RESTORATION

12.1 Cleaning

Before finally leaving the site, the Contractor shall clean all exposed surfaces that 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 results from his operation, including construction equipment, tools, sheds, sanitary fixtures, etc. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder, any excess asphalt from paving operations, any liquid asphalt/emulsion or staining

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resulting from spillage or from rain washing liquid asphalt/emulsion onto curbs, gutters and sidewalks. All clean-up shall be performed to the satisfaction of the Project Manager. The completed project shall be turned over to the Owner in a neat and orderly condition.

12.2 Damage

The Contractor shall repair all damage caused as a result of his Work under the Contract, including but not limited to existing structures, pavement, driveways, curbs & gutters, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, gates, mailboxes and other obstructions not specifically mentioned herein.

All property line monuments outside the limits of construction disturbed by the Contractor during the prosecution of the Work shall be reset by a professional land surveyor licensed by the State of Georgia, at the Contractor's expense.

END OF SPECIAL CONDITIONS SECTION 0850

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SECTION GDOT 150 – TRAFFIC CONTROL

Traffic Control shall be in compliance with the Construction Plans and the “Standard Specification for Road and Bridge Construction” Current edition and Special Provision - Section 150 - Traffic Control, published by the Georgia Department of Transportation as well as any supplements, revisions or special provisions of the Georgia Department of Transportation or The City of Dunwoody, and shall be in reasonably close conformance with the details shown on the plans or established by the Project Manager.

The Contractor shall, at all times, so conduct his work as to assure the least possible obstruction of traffic. The Contractor shall provide for the protection, safety and convenience of the general public, property owners and property along the work route. The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the Construction Plans and the Manual on Uniform Traffic Control Devices, and he shall take all necessary precautions for the protection of the work and the safety of the public including but not limited to use of orange safety fencing.

When applicable, this work shall include removal of all existing traffic stripes and markings according to plans or as designated by the Project Manager. The work of removing traffic stripes and markings shall conform to and be in accordance with the Standard Specifications for Road and Bridge Construction," 2013 edition, Section 656 – Removal of Pavement Markings, published by the Georgia Department of Transportation as well as any supplements, revisions or special provisions of the Georgia Department of Transportation

This section, as supplemented by the Plans, Specifications, and Manual on Uniform Traffic Control Devices (MUTCD) shall be considered in development of the traffic control plan. Activities shall consist of furnishing, installing, maintaining, and removing necessary traffic signs, electronic message boards, barricades, cones, pavement markings, and other traffic control devices and shall include flagging and pilot car for guidance and protection of vehicular and pedestrian traffic through the Work Zone. This Work shall include both maintaining existing devices and installing additional devices as necessary in construction work zones. When any provisions of this Specification or the Plans do not meet the minimum requirements of the Manual on Uniform Traffic Control Devices (MUTCD), the MUTCD shall control. The 2003 Edition of the MUTCD and Revision 3, dated September 2013, of Part VI shall be in effect for the duration of the project.

The Worksite Traffic Control Supervisor (WTCS) shall have a copy of Part VI of the MUTCD, on the job site.

Copies of the current MUTCD may be obtained from:

<http://mutcd.fhwa.dot.gov>

U.S. Government Printing Office
Superintendent of Documents
Mail Stop: SSOP
Washington, D.C. 20402-9328

U. S. Government Bookstore
999 Peachtree Street, N.E.
Suite 120
Atlanta, GA 30309

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Phone: (404) 347-1900

Enforcement:

The safe passage of pedestrians and traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the requirements of this Section 150 (TRAFFIC CONTROL) will result in non-refundable deductions of monies from the Contract as shown in this Sub-Section for non-performance of Work.

Failure of the **Contractor** to comply with this Specification shall be reason for the **Project Manager** suspending all other Work on the Project, except erosion control and traffic control, taking corrective action as specified in Sub-Section 105.15 and/or withholding payment of monies due the **Contractor** for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

Measurement and Payment:

If the Base Bid and the Alternate Bid are awarded, then the contract price for Traffic Control shall be the sum total of Traffic Control for the base bid price plus the alternate bid price for Traffic Control.

Measurement and payment for **Traffic Control** shall be made in compliance with the “Standard Specification for Road and Bridge Construction,” 2013 edition, Section 150, published by the Georgia Department of Transportation and/or as detailed in Article 11 of the General Conditions of these Contract Documents. Payment for all traffic control measures as required by the Manual for Uniform Traffic Control Devices, as referenced above and/or as directed by the Project Manager shall be included under pay item 150-1000 Traffic Control per lump sum.

Item No. 150 Traffic ControlLS

SECTION GDOT 205 – EXCAVATION - ROCK; SPECIAL PROVISION

The work of and materials for **Excavation-Rock** shall be in compliance with the “Standard Specifications for Road and Bridge Construction,” Current edition, Section 205 Roadway Excavation and 107.12 Use of Explosives published by the Georgia Department of Transportation as well as any supplements, revisions or special provisions of the Georgia Department of Transportation or City of Dunwoody, and shall be in reasonably close conformance with the details shown on the plans or established by the Project Manager.

Excavation-Rock shall consist of the excavation and disposal of rock as required for the

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installation of storm drain pipe and drainage structures as well as Type I or Type II backfill required to replace the excavated rock as in accordance with the Specifications and the details shown on the plans or established by the Project Manager. Rock that can be excavated or hammered without the use of explosives will not be paid for as Rock excavation and will be considered as incidental to the Work. Contractor shall excavate rock utilizing up to a 75,000 LB excavator equipped with rock buckets, hammer/breakers, rippers or other attachments and shall obtain approval from the Project Manager before resorting to the use of blasting or heavier equipment. Rock requiring the use of an excavator larger than 75,000 lbs. equipped with the aforementioned attachments to remove, will be paid for as Excavation-Rock. Rock encountered in trench line excavation that requires blasting to excavate shall be paid for as Excavation-Rock. Blasting and splitting of rock shall conform to GDOT guidelines as established for this item. Rock shall be excavated to at least 1 ft below and 1 ft to either side of the pipe or structure. Excavated areas outside these dimensions shall not be considered for compensation. The Contractor shall obtain approval from the Project Manager prior to beginning any excavation that is to be considered for payment as Excavation-Rock. No additional time allowance will be granted for this Work.

Measurement and Payment:

Measurement and payment for **Excavation - Rock** under Pay Item 205-0210, shall be per Cubic Yard as measured by taking the dimensions of the area of rock required to be removed as outlined above and shall be in compliance with the "Standard Specifications for Road and Bridge Construction," 2013 edition, Section 205, published by the Georgia Department of Transportation and/or as detailed in the General Conditions of these Contract Documents. Item No. 205 Excavation-Rock.....CY

SECTION GDOT 206 – BORROW EXCAVATION

The work of and materials for **Borrow Excavation** shall be in compliance with the "Standard Specifications for Road and Bridge Construction," Current edition, Section 206, published by the Georgia Department of Transportation, as well as any supplements, revisions or special provisions of the Georgia Department of Transportation or the City of Dunwoody, and shall be in reasonably close conformance with the details shown on the plans or established by the Project Manager.

Except for rock excavation and Foundation Backfill Material Type II, which is covered under Section GDOT 205 and 207 respectively, this work shall consist of backfill with Borrow Backfill Material Type I of areas where wet conditions and unstable materials are encountered in fill areas or trench lines during the installation of storm drain pipe and all other drainage items, in accordance with the Specifications and the details shown on the Plans, according to the requirements of GDOT Standard Drawing 1030D. **Use of Borrow shall require prior approval of the Project Manager.**

Measurement and Payment:

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Measurement and payment for **Borrow Excavation Incl Matl** shall be by Cubic Yard measured by volume of the hauling vehicle according to GDOT Section 109 and as detailed in Article 11 of the General Conditions of these Contract Documents. The costs for excavation and removal of the unsuitable material is incidental to the Work for which the backfill is performed. Additionally, removal of and disposal of materials will be paid for under 210.5 C. "Undercut Excavation"

Item. No. 206 Borrow Excavation, Incl Matl.....CY

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

(Name of Oblige) City of Dunwoody Georgia
(Address of Oblige) 4800 Ashford Dunwoody Rd
Dunwoody, Georgia 30338

hereinafter referred to as Oblige; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of:

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

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

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

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

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

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

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

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

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

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Signed, sealed, and dated this _____ day of _____, 20__

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

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

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

(Name of Oblige) City of Dunwoody Georgia
(Address of Oblige) 4800 Ashford Dunwoody Rd
Dunwoody, Georgia 30338

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

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

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

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

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

Signed, sealed, and dated this _____ day of _____, 20__

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

MAINTENANCE BOND**CITY OF DUNWOODY, GEORGIA****PROJECT NO:** _____ **DEKALB COUNTY, GEORGIA****BOND NO:** _____

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

WHEREAS, the Principal has entered into an agreement with the City of Dunwoody for the **WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I** construction. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one year beginning _____ and ending _____.

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

Signed, sealed and dated this _____ **day of** _____ **20** _____

Witness:

(Principal)

(Name of Surety Company)

(Attorney-in-fact)

BID INSTRUCTIONS

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

CITY OF DUNWOODY DEPARTMENT OF FINANCE AND ADMINISTRATION - PURCHASING DIVISION GENERAL INSTRUCTIONS FOR BIDDERS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document or not relevant to the particular type of good or service.

1. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Dunwoody contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without the permission of Purchasing between the date of the issuance of the solicitation and the date of the final contract award. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

2. BID TIME TABLE. The anticipated schedule for the bid process is as follows:

Bid Documents Posted.....	Friday, September 10, 2021
<u>Mandatory</u> Pre-Bid Conference.....	1:00 PM, Friday, September 24, 2021
Deadline for submission of questions	5:00 PM, Tuesday, October 05, 2021
Deadline for submission of Bid	2:00 PM, Tuesday, October 12, 2021
Bids Valid Until.....	Wednesday, December 28, 2021

3. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between Parties. Receipt of addendum should be acknowledged in the bid. Although Purchasing will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with Purchasing prior to bid submittal.

4. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Dunwoody Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

Winters Chapel Road Trail, Phase I

ITB 21-03

Addendum 1 Summary

[October 7, 2021]

Section 0100 Item 2 **BID TIME TABLE** has been modified as follows: "Bids Valid until Date" is changed to Monday, January 10, 2022

Section 0250 Scope of Work is modified to include the following note: "There will be 43 stumps in the right-of way north of the GPC transmission easement bordering the Mayfair Park subdivision. These shall be removed by the contractor using a stump grinder and all resulting wood chips removed from the site prior to final soil stabilization. Likewise, any stumps in close proximity to private fences on the opposite side of the street may need to be removed by grinding to prevent any disturbance of private property."

Section 0350 Bid Schedule has been modified, and pay items have been added. Delete existing Section 0350 Bid Schedule in its entirety and replace with Section 0350 Bid Schedule Addendum 1 Dated October 7, 2021.

Georgia Power Utility Relocation Plans are included for reference.

Atlanta Gas Light Utility Relocation Plans are included for reference.

The following are questions received from bidders. The City's response is indicated in blue text.

Q1: Drg C-302 at Sta. 104+81.58 to Sta. 106+81.39 mentioned Begin Full depth pavement construction. As mentioned in Prebid meeting there is no Full depth Pavement construction in this project. Would you please provide correct plans and bid quantity for related items.

Response, Q1: The City will not revise the drawings, but does confirm that the full depth pavement sections will not be used. Sections within the existing roadway will be built with Leveling and received a final surface course of 1.5" 12.5 mm SP. Class B Widening and a final surface course will be used for new roadway sections. All Class B Widening sections require 6" GAB and a final surface course of 1.5" 12.5 mm SP. The Pay Items have been accounted for in the Bid Schedule

Q2: Drg C-101 shows Full depth pavement construction at Dunwoody Club Dr. from Sta. 203+78.80 to Sta. 205+60.52. As mentioned in Prebid meeting there is no Full depth Pavement construction in this project. Would you please provide correct plans and bid quantity for related.

Response, Q2: The City will not revise the drawings, but does confirm that the full depth pavement sections will not be used. Sections within the existing roadway will be built with Leveling and received a final surface course of 12.5 mm SP. Class B Widening and a final surface course of 1.5" 12.5 mm SP will be used for new roadway sections. All Class B Widening sections require 6" GAB and a final surface course of 1.5" 12.5 mm SP f. The Pay Items have been accounted for in the Bid Schedule

Q3: From the all typical sections, we understand whole project requires Overlayment of 12.5 mm Recycled Asphalt 1.5" thick. Please confirm.

Response, Q3: The City confirms that the project requires overlay with 1.5" of 12.5 mm SP

Q4: The plans call out a few head walls and some 36-inch RCP. However, they are not shown on the schedule of values. Can you please clarify? Thanks

Response, Q4: There is a section of 36" RCP between the OCS and Structure A6. The Bid Schedule has been modified to add Class A Concrete with Reinf. Steel, and 36" RCP quantities

Q5: The bid form does not have pay item 639-3004 STEEL STRAIN POLE, TYPE IV per plan sheet 27-01. Please add pay item to bid form for the strain pole installation.

Response, Q5: This work is included in Pay Item 647-0220 Traffic Installation-Complete.

Q6: The drawing calls out for GDOT Rubble wall 9031L. The SOV states rubble wall. The GDOT standard detail states that we can use concrete in lieu of rubble wall. Can we
A: Use concrete in lieu of rubble? B: Use concrete wall with rubble facing?

Response, Q6: A concrete wall may be used in lieu of a rubble wall but the concrete wall must be faced with a rubble finish.

Winters Chapel Road Trail, Phase I (BID FORM)					
ITB 21-03					
10/07/2021 – Addendum #1					
ITEM NO.	DESCRIPTION	UNIT	PLANS QTY	UNIT PRICE	PROJECT COST
ROADWAY					
150-1000	TRAFFIC CONTROL -	LS	LUMP	\$ 85,278.00	\$ 85,278.00
205-0210	EXCAVATION – ROCK-SPECIAL PROV (AS DIRECTED BY CITY ENGINEER)	CY	25	\$ 100.00	\$ 2,500.00
206-0002	BORROW EXCAV, INCL MATL-SPECIAL PROV (AS DIRECTED BY CITY ENGINEER)	CY	500	\$ 15.00	\$ 7,500.00
207-0203	FOUND BKFL MATL, TP 2 (AS DIRECTED BY CITY ENGINEER)	CY	100	\$ 35.00	\$ 3,500.00
210-0100	GRADING COMPLETE -	LS	LUMP	\$ 283,878.00	\$ 283,878.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	400	\$ 35.00	\$ 14,000.00
318-3000	AGGR SURF CRS	TN	250	\$ 30.00	\$ 7,500.00
402-1802	RECYCLED ASPHALT CONC PATCHING, INCL BITUM MATL & H LIME	TN	250	\$ 166.50	\$ 41,625.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	1250	\$ 127.00	\$ 158,750.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	200	\$ 118.50	\$ 23,700.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	800	\$ 118.00	\$ 94,400.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	100	\$ 119.50	\$ 11,950.00
413-1000	BITUM TACK COAT	GL	850	\$ 5.50	\$ 4,675.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	250	\$ 25.60	\$ 6,400.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	320	\$ 50.00	\$ 16,000.00
441-0104	CONC SIDEWALK, 4 IN	SY	530	\$ 40.00	\$ 21,200.00
441-0106	CONC SIDEWALK, 6 IN	SY	2330	\$ 47.00	\$ 109,510.00
441-0108	CONC SIDEWALK, 8 IN	SY	225	\$ 62.00	\$ 13,950.00
441-0748	*CONCRETE MEDIAN, 6 IN	SY	30	\$ 42.00	\$ 1,260.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	120	\$ 50.00	\$ 6,000.00
441-5008	*CONCRETE HEADER CURB, 6 IN, TP 7	LF	85	\$ 20.00	\$ 1,700.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	3200	\$ 17.00	\$ 54,400.00
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	LF	3200	\$ 2.00	\$ 6,400.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	3200	\$ 5.00	\$ 16,000.00
500-3800	* CLASS A CONCRETE, INCL REINF STEEL	CY	10	\$ 760.00	\$ 7,600.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	110	\$ 215.00	\$ 23,650.00
999-0001	SPECIAL DESIGN OUTLET CONTROL STRUCTURE	EA	1	\$ 17,000.00	\$ 17,000.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	448	\$ 55.00	\$ 24,640.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	86	\$ 65.00	\$ 5,590.00
550-1360	*STORM DRAIN PIPE, 36 IN H 1-10	LF	8	\$ 170.00	\$ 1,360.00
550-1600	STORM DRAIN PIPE, 60 IN, H 10-15	LF	560	\$ 280.00	\$ 156,800.00
500-3200	CLASS B CONCRETE	CY	10	\$ 475.00	\$ 4,750.00
600-0001	FLOWABLE FILL	CY	50	\$ 150.00	\$ 7,500.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	20	\$ 78.00	\$ 1,560.00

603-7000	PLASTIC FILTER FABRIC	SY	20	\$ 11.00	\$ 220.00
607-1000	MORTAR RUBBLE MASONRY (ADD SERVICE #1)	CY	95	\$ 460.00	\$ 43,700.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	EA	2	\$ 2,700.00	\$ 5,400.00
643-0050	TEMPORARY FIELD FENCE	LF	150	\$ 10.00	\$ 1,500.00
643-8210	WOOD FENCE - 8FT PRESSURE TREATED PINE PRIVACY	LF	1375	\$ 31.00	\$ 42,625.00
643-8405	FENCE, SPECIAL DESIGN - RAILING (AS DIRECTED BY CITY ENGINEER)	LF	650	\$ 68.00	\$ 44,200.00
647-0220	TRAFFIC SIGNAL INSTALLATION - COMPLETE	LS	1	\$ 47,000.00	\$ 47,000.00
668-1100	CATCH BASIN, GP 1	EA	4	\$ 3,200.00	\$ 12,800.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	LF	3	\$ 350.00	\$ 1,050.00
668-1200	CATCH BASIN, GP 2	EA	5	\$ 10,000.00	\$ 50,000.00
668-1210	CATCH BASIN, GP 2, ADDL DEPTH	LF	32	\$ 500.00	\$ 16,000.00
668-2100	DROP INLET, GP 1	EA	1	\$ 5,500.00	\$ 5,500.00
668-4300	STORM SEWER MANHOLE, TP 1	EA	4	\$ 3,500.00	\$ 14,000.00
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	4	\$ 390.00	\$ 1,560.00
668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	LF	5	\$ 400.00	\$ 2,000.00
670-9730	RELOCATE EXIST WATER METER, INCL BOX	EA	8	\$ 1,500.00	\$ 12,000.00
SANITARY SEWER					
660-0808	SANITARY SEWER PIPE, 8 IN, DUCTILE IRON	LF	25	\$ 150.00	\$ 3,750.00
PERMANENT EROSION CONTROL					
700-6910	PERMANENT GRASSING	AC	3	\$ 1,200.00	\$ 3,600.00
700-7000	AGRICULTURAL LIME	TN	9	\$ 200.00	\$ 1,800.00
700-8000	FERTILIZER MIXED GRADE	TN	7	\$ 200.00	\$ 1,400.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	150	\$ 1.00	\$ 150.00
700-9300	SOD	SY	1250	\$ 7.00	\$ 8,750.00
TEMPORARY EROSION CONTROL					
163-0232	TEMPORARY GRASSING	AC	3	\$ 200.00	\$ 600.00
163-0240	MULCH	TN	50	\$ 100.00	\$ 5,000.00
163-0300	CONSTRUCTION EXIT	EA	1	\$ 2,000.00	\$ 2,000.00
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	6	\$ 400.00	\$ 2,400.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	150	\$ 10.00	\$ 1,500.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	13	\$ 258.00	\$ 3,354.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1010	\$ 1.00	\$ 1,010.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	100	\$ 2.00	\$ 200.00

165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	\$ 400.00	\$ 400.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	16	\$ 25.00	\$ 400.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	10	\$ 100.00	\$ 1,000.00
167-1500	WATER QUALITY INSPECTIONS	MO	15	\$ 100.00	\$ 1,500.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	3420	\$ 2.00	\$ 6,840.00
455-1000	FILTER FABRIC FOR EMBANKMENT STABILIZATION	SY	500	\$ 3.00	\$ 1,500.00
SIGNING AND MARKING					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	50	\$ 24.00	\$ 1,200.00
636-2080	GALV STEEL POSTS, TP 8	LF	84	\$ 9.00	\$ 756.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	8	\$ 105.00	\$ 840.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	2	\$ 175.00	\$ 350.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	3500	\$ 0.65	\$ 2,275.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	5200	\$ 0.60	\$ 3,120.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	100	\$ 5.00	\$ 500.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1600	\$ 3.00	\$ 4,800.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	1700	\$ 0.50	\$ 850.00
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLF	500	\$ 0.50	\$ 250.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	456	\$ 4.50	\$ 2,052.00
654-1001	RAISED PVMT MARKERS TP 1	EA	350	\$ 4.50	\$ 1,575.00
MISCELLANEOUS ITEMS					
999-0002	TENSAR TX160 TRIAXIAL GEOGRID (AS DIRECTED BY CITY ENGINEER)	SY	350	\$ 11.00	\$ 3,850.00
999-0003	STABILIZER AGGREGATE-4" SURGE STONE (AS DIRECTED BY CITY ENGINEER)	TN	100	\$ 35.00	\$ 3,500.00
		TOTAL:		\$	1,615,153.00

* PAY ITEM ADDED BY ADDENDUM #1

TOTAL BID: \$1,615,153.00

[One million Six Hundred Fifteen Thousand One
Hundred Fifty Three Dollars and Zero cents]

The Unit Price Bid Items provided for in the Bid Schedule are intended to be the only pay items under which the Contractor will be compensated for work described above. The Contractor shall examine the requirements of the work and the pay items in the Bid Schedule and include in the unit prices submitted all labor, equipment, materials, appurtenances, overhead, profit, vehicles, and all other things incidental for the completion of the work as specified.

The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Certification of Non-Collusion in Bid Preparation


Signature

10/12/21
Date

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Contractor. In the event of the City's termination of this agreement for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Contractor. In the event of the City's termination of this Agreement for fund appropriation, the Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.

1

Date

10/07/2021

Initial

DM

In compliance with the attached specifications, the undersigned offers and agrees to furnish any or all of the items upon which prices are bid, at the price set opposite each item, within the time specified in the Bid Documents.

Legal Business Name Wilson Construction Management

Federal Tax ID 84-3674747

Address 4104 West White Rd Oakwood GA 30566

Does your company currently have a location within the City of Dunwoody? Yes ☐ No ☒

Representative Signature 

Printed Name Daniel Miller

Telephone Number 770-596-8778

Email Address dmliller@wilsoncm.com

BID BOND**ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I****BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT

Name of Contractor: Wilson Construction Management, LLC

Address of Contractor: 4104 W. White Rd., Oakwood, GA 30566

(Corporation, Partnership and or Individual) hereinafter called Principal, and Hudson Insurance Company

(Name of Surety)

100 William St., New York, NY 10038

(Address of Surety)

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

(Name of Obligor) **City of Dunwoody Georgia**
(Address of Obligor) **4800 Ashford Dunwoody Rd**
Dunwoody, Georgia 30338

herein after referred to as Obligor, in the penal sum of 5% of bid Dollars (\$
5% of bid) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Dunwoody, Georgia, a proposal for furnishing materials, labor and equipment for: **WINTERS CHAPEL MULTI-USE TRAIL, PHASE I**,
WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within 10 days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Dunwoody, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Dunwoody, Georgia, each in an amount of 100 percent of the total Contract Price, in form and with security satisfactory to said the City of Dunwoody, Georgia, and otherwise, to be and remain in full force and virtue in law; and The Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Dunwoody, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

BID BOND

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Signed, sealed, and dated this 23rd day of September, 2021

ATTEST:

[Signature]
 (Principal Secretary)
 (Seal)

Wilson Construction Management, LLC

(Principal)

BY: DANIA MINOR

[Signature]
 (Witness to Principal)

4104 W. White Rd., Oakwood, GA 30566

(Address)

4104 W. WHITE RD
OAKWOOD, GA 30566

(Address)

(Surety) Hudson Insurance Company

ATTEST:

ZACHARY BEZG
 (Attorney-in-Fact) and Resident Agent

[Signature]
 (Attorney-in-Fact)
 (Seal)

100 William St., New York, NY 10038

(Address)

[Signature]
 (Witness as to Surety)

PO Box 1908, Athens, GA 30603

(Address)



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Hoyt E. Chastain, Ricky Chastain, Dawn Whitehead,
Cheryl D. Huff, Zachary S. Berg, Ray P. Bush, III and Adrienne D. Payne
of the State of Georgia

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.

(Corporate seal)

Attest, Dina Daskalakis
Dina Daskalakis, Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

HUDSON INSURANCE COMPANY

By, Michael P. Cifone
Michael P. Cifone, Senior Vice President

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise; indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 23rd day of September, 20 21.

(Corporate seal)

By, Dina Daskalakis
Dina Daskalakis, Corporate Secretary

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AFFIDAVITS

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

SAMPLE

Solicitation No. ITB 21-03

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dunwoody at the time the subcontractor(s) is retained to perform such service.

15516715
E-Verify * User Identification Number

Company Name
Wilson Construction Management

[Signature]
BY: Authorized Officer or Agent Date
(Contractor Signature)

Vice President
Title of Authorized Officer or Agent of Contractor

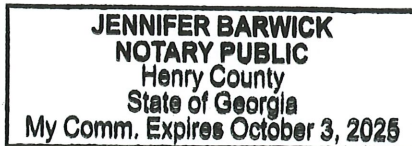
Daniel Miller
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

12 DAY OF October, 2021

Jennifer Barwick
Notary Public

My Commission Expires:
10-3-2025



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized
Signature

Date

10/12/21

Print/Type

Name

Daniel Miller

Print/Type

Company Name

Wilson Construction Management

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Company Name: Wilson Construction Management

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information. Attach all additional sheets to this Statement.

Legal Name of Bidder: WILSON CONSTRUCTION MANAGEMENT LLC.Permanent Main Office Address: 4104 West White Rd
Oakwood, GA 30566

1. When organized? 8/23/2019
2. If a Corporation, where incorporated? HALL COUNTY, GA
3. Number of years engaged in the contracting business under your present firm or trade name? 2
4. Credit Available for this contract? BANK CREDIT \$750,000
5. Projects/work now in progress and expected completion: HEAD RD - WHITFIELD CO - 12/31/21
BRUMBLOW RD - JOHNS CREEK - 11/1/21 - GDOT GAINSVILLE - 6/1/22
6. Contracts now in hand (Gross Amount): \$1,725,527
7. General character of work performed by your company: GRADING, PIPE, DEMO, CLEARING
TRAFFIC CONTROL, EROSION CONTROL
8. Total number of Employees on your Company Payroll: 19
9. In the past 3 years, have you failed to complete a project within the original contract time? NO
10. If so, where and Why? _____
11. Have you ever defaulted on a Contract? If so, where and why? NO
12. List projects completed by your company that were similar to this project and whom may be contacted as reference to your being a qualified and responsible bidder for this type of work:

PROJECT	COST	COMPLETED	CONTACT	PHONE
MT. VERNON	1.7M	9/2019	DAVID AYERS	706/540-0650
BRUMBLOW RD	229K	ACTING	MATT SIMPSON	678/772-9514
FREEMANVILLE	1.5M	4/2019	MATT FALLSTORM	404/867-6191

ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Company Name:

13. Background and experience of the principal members of your organization, including officers:

ALL PRINCIPAL MEMBERS OR SUPERVISORS HAVE MULTIPLE YEARS
TO 20 YEARS GOVT, ROADWAY AND CIVIL EXPERIENCE

14. Have you ever refused to sign a Contract at the original bid? If so, where and why?

NO

15. Give bank reference: AMERIS BANK.

16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, Daniel Miller, certify that I am a principal or other representative of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

BIDDER: Wilson Construction Management
 (company name)

By: [Signature]
 (name signed)

Daniel Miller
 (name printed or typed)

Title: Vice President

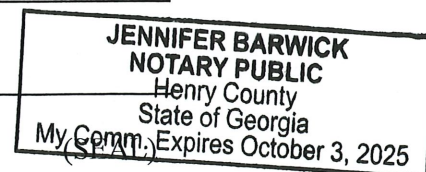
Date: 10/12/21

Subscribed and sworn to me this 12 day of October, 2021.

NOTARY PUBLIC: [Signature]
 (name signed)

Jennifer Barwick
 (name printed or typed)

Commission Expires: 10-3-2025
 (Date)



ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

CORPORATE CERTIFICATE

(Bidder to sign and return)

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

This 12th day of October, 2021



(Signature)



(Seal)

SUBCONTRACTOR LISTING
ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

Company Name: Wilson Construction Management

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

SUBCONTRACTOR LISTING

Pursuant to bidding requirements for the work titled: **WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**. Names of subcontractors from whom quotes, proposals, bids, or other information used to build the Bid were obtained and are proposed by the bidder for subletting, should be listed and **included with the bid**.

Portion of the Work:

Subcontractor Name & Address:

Asphalt paving

Atlanta Paving & Concrete Construction
2275 Mechanicsville Rd, Peachtree Corner,
GA 30071

Erosion Control

The Erosion Company LLC
3207 South Cherokee lane #410
Woodstock, GA 30188

Permanent signs / striping

Highway Markings LLC
405 Progress ct. NE #C
Lawrenceville, GA 770 480 0235

Traffic Signal

Lumin8 Transportation Technologies

USE ADDITIONAL SHEETS
IF REQUIRED

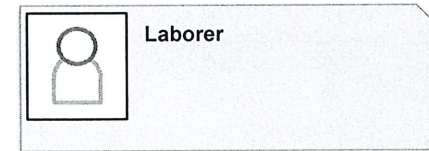
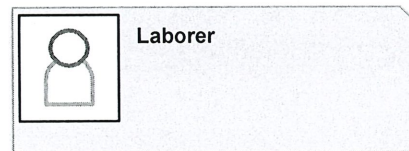
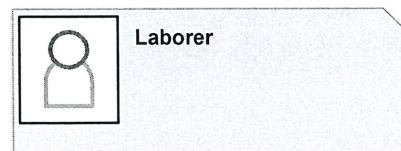
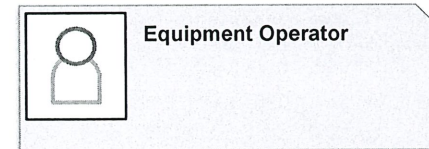
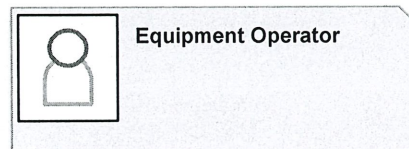
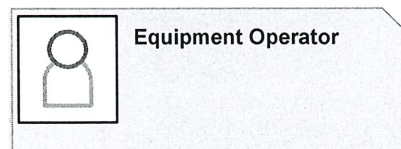
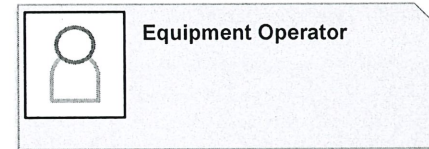
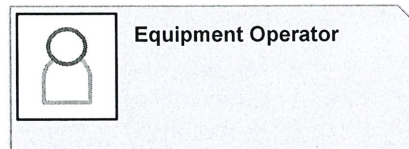
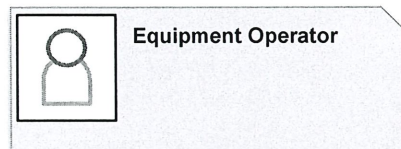
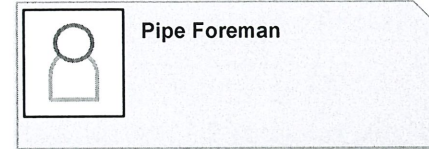
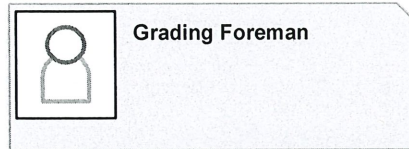
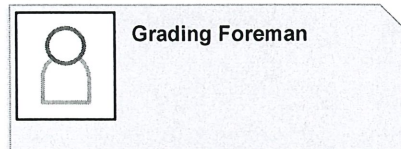
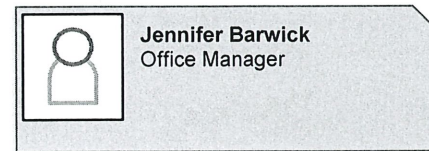
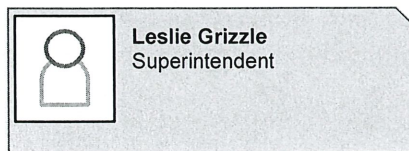
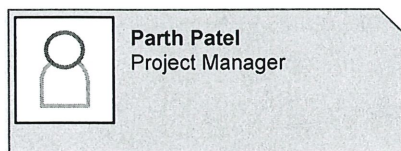
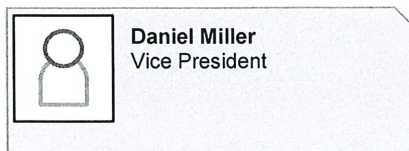
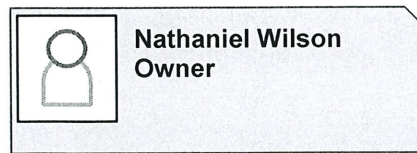
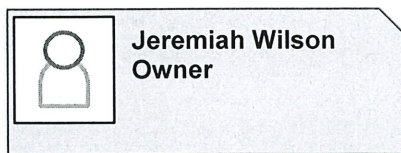
Bidder: Wilson Construction Management

By: Daniel Miller

Title: Vice President

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

Wilson Construction Management Org Chart



STATEMENT OF EQUIPMENT
ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

1. Pursuant to bidding requirements for the work titled:

WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I

2. Showing Machinery and Other Equipment Available to Contractor for Prosecuting the Work Included in Contract.

Available Machinery and Other

Equipment Kind – Size – Capacity	Location	Owned/ Rented	Date Proposed to be placed on Work
Komatsu-PC490LC-11, ^{100K} LB	Oakwood	Owned	NTP
Komatsu-PC210LC-11, 50KLB	"	"	"
Komatsu-D61PX1-24, 43KLB	"	"	"
Komatsu-D39PX1-24	"	"	"
RAM 4500	"	"	"
Bobcat	"	"	"
Komatsu WA270-8	"	"	"

A complete list of equipment owned by Contractor may be attached to this statement.

The above is a true statement of the equipment available to the undersigned bidder for prosecuting the work included in the contract.

Signed:



Name:

Daniel Miller

(print)

Title:

Vice President

END OF STATEMENT OF EQUIPMENT

Equipment list

Wilson CM	LENDER	VEHICLE/EQUIPMENT	VIN/SERIAL NUMBER
201	Komatsu 3031.25	2017 Komatsu Excavator	A12337
202	CAT Financial 3066.30	Caterpillar 320 Excavator	CHEX00595-186, 763-2
204	Komatsu 4591.64	Excavator PC210L-c-11	A12692
205	Komatsu 3135.42	Excavator PC170L-c-11	35516
207	John Deere 3953.58	John Deere 210 G LC Excavator	1FF210GXKF527844
208	Paccar 2345.45	2012 Peterbilt	1283
210	FNB 984.59	2019 Peerless Trailer	2853
212	Pawnee 3247.70	2020 Peterbilt	6395
213	De Lage Landen Financial 12508.75	Peterson 5710D Grinder	40D-230-2551
215	Komatsu 3739.58	Komatsu WA270-8 Wheel Loader	A28876
216	FNB 968.52	Semi Trailer	
217	De Lage 11711.36	Peterson 5710D Grinder	40D-239-2580
218	CAT 6037.46	2020 Cat D6-20/2020 Rockland Rake	HNK00315/7JW23114
219	Ameris 2408.21	Grinder Screen	
220	Paccar 2679.87	2020 Peterbilt 389	1XPXD40X2LD689851
221	Komatsu 3531.25	Komatsu PC210LC-11 Hydraulic Excavator	C81101
223	CAT 4567.51	2020 CAT 963K	LBL00859
224	Ameris 8806.75	Caterpillar D8T Bulldozer - refinanced #206	OAW400847
225	Ameris 11527.38	2020 Peterbuilt 5535/7596/7593 2020 Peerless 2854, 2021 Peerless 3464/3465	
226	Komatsu 3754.48	2020 Komatsu PC210LC-11 Hydraulic Excavator	C81072
227	Komatsu 5533.34	2020 Komatsu PC210LC-11 Hydraulic Excavator	TBD
228	Komatsu 6436.15	2020 Komatsu PC210LC-11 Hydraulic Excavator	TBD
229	Ford 982.78	2020 Ford F250 8953	1FD7X2A69LEE28953
230	Ford 917.66	2020 Ford F250 3293	1FDBF2A65LEE23293
	LENDER	VEHICLE/EQUIPMENT	VIN/SERIAL NUMBER
401	Komatsu 4897.42	Komatsu PC490LC-11 Hydraulic Excavator	A41909
402	Komatsu 3670.15	Komatsu PC210LC-11	C81187
403	Komatsu 5401.42	Komatsu D61PXI-24	41226
404	Komatsu 3752.17	Komatsu D39PXI-24	96711
405	RAM 1111.78	Ram 4500	3C7WRLEL1MG508051
406	Bobcat 23426.66	Bobcat Track Loader	B4CE13683

DANIEL MILLER, GCQA

Cartersville, GA 30120
770-596-8778 • danielm35@gmail.com

OPERATIONS & CONSTRUCTION PROJECT MANAGEMENT SPECIALIST

Results-driven operations management and construction manager with expertise as a construction manager, project manager and superintendent. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality teams while adhering to a tight schedules and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high levels of client satisfaction.

GA General Contractor License | GA Utility Manager | Project Management | Budget & Cost Control | Team Management | Design & Development | Customer Relations | Multi-Site Management | Value Engineering

EDUCATION:

2/2009 – 9/2011 ITT Technical Institute Kennesaw, GA
Associate of Science Degree: Computer Drafting and Design with concentration in Construction Management
Graduation Date: December 2011

- GPA: 3.96
- Recipient of the Highest Honors, Honors and Perfect Attendance Award

EXPERIENCE:*Wilson Construction Management - 6/7/2021– present*

- Vice President of Construction Operations
- Responsible for all aspects of the company's development, activities, planning and executing long term plans, as well as ensuring compliance with internal, local, state, and federal guidelines and safety standards.

Construction Management & Engineering Services - 05/2010 – 6/7/2021

- Construction Operations Management
- Operations management for the effective and successful management of labor, productivity, quality control and safety measures as established and set for the operations department. Serve as a company representative on regulatory issues. As the construction manager, participated in the project planning, determining the budget, select any necessary contractors, review paperwork and permits before submission and direct the daily operations of each project. Coach and mentor employees, help with strategic planning for company growth and develop professional relationships with both employer and company's clients. Enhance the operational procedure, systems and principles in the areas of information flow and management, business processes, enhanced management reporting and looks for opportunities to expand systems.

Construction Management & Engineering Services - 05/2010 – 6/7/2021

- Superintendent
- Complete multiply projects from contract to closeout, with focus on delivering project on time and within budget. Responsible for safety, quality, and budget for projects ranging in size from 2 million to 36 million with management of multiple construction sites simultaneously. Generated project estimates, monthly invoices, production schedules and value engineering options based on extensive research. Prepared request for information, submittals and change orders. Evaluated subcontractor pricing to determine project cost. Review daily quality control reports to monitor project progress. Prepare project completion and closeout documents. Conducted constructability reviews for contracts. Supervised all site activities and directed trades in weekly subcontractor meetings. Organized site logistics and coordination plans.

Kesco Southeast Explosives - 02/2004 – 04/2010 excluding 03/2007 - 09/2007

- Explosive Engineer. (Blaster Level III).
- Responsible for the safe and efficient surface blasting of construction projects. Responsibilities include scheduling shots, determining drilling lay-out, loading of explosives and determining most efficient surface drilling and blasting methodology. Required to effectively follow international explosives engineer's society drilling and blasting standards as well as all safety procedures. Schedules explosive deliveries through suppliers and effectively loads and ignite explosive blasts. Reviews blasts results with customer after each event and discusses opportunities for improvement. Transported high explosives on the highway. Coordinate field activities with daily scheduling.

CW Matthews - 03/2007 - 09/2007

- Foreman
- Required to prepare and maintain accurate daily logs and reports, installation and inspections of all traffic control devices. Supervise general labor for ongoing projects. Field design of best management practices for erosion control. Heavy equipment operator. Layout for striping of interstates/highways. Coordinate field activities with daily scheduling. Attend all pre-construction meetings and assists with the coordination and management of subcontractors on Civil and Infrastructure projects.

Cohutta Grading - 09/2002 – 02/2004

- Heavy Equipment operator
- Ability to operate all types of heavy equipment while assisting with all aspect of the grading and underground pipe operations. Establish and transfer elevations. Install water and storm pipe. Mass and finish grading.

Certifications/skills/software/other**Skills:**

- Project Management / Cost control
- RFI's / Change orders
- Monthly Invoicing
- Accurate detailed reports
- Submittals
- Comprehend civil site plans
- Estimating

Software:

- Primavera
- AutoCAD 2010
- Microsoft Project
- Autodesk Civil 3D
- Microsoft Outlook
- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint

Certifications:

- Georgia General Contractor License Qualifying Agent
- National Commercial Building Contractor License – NASCLA
- Georgia Professional Utility Foreman License
- Georgia Certified Public Weigher
- International Explosives Engineers Society
- OSHA 30 Hour certified
- National Safety Council traffic control supervisor
- GA soil and water conservation commission certified personnel. (Erosion Control)
- National Safety Council flagging certified.
- GDOT Worksite Utility Coordinator and relocations
- GDOT Erosion Control (WECS)
- State of Georgia Blasting Authorization (Level 3)
- Florida state explosive license.
- Alabama state explosive license.
- Excavation competent person.
- Bureau of Alcohol, Tobacco, and Firearms (ATF) clearance.
- Class A CDL / Heavy Equipment Operator
- Machine Control GPS

Selected Accomplishments:

- 5th Runway – Atlanta Hartsfield Jackson Airport
- 14th Street Bridge Replacement and Improvements – \$88M Georgia Department of Transportation 2007
- Memorial Road Improvements - \$4M Dekalb County Department of Transportation 2010
- Old Norcross Tucker Road Improvements - \$5M Gwinnett County Department of Transportation 2012
- Marietta Road Improvements - \$3M City of Canton Department of Transportation 2013
- GA20 @ SR108 Intersection Improvements - \$6M Georgia Department of Transportation 2014
- Mullinax Road Widening and Improvements - \$14M Forsyth County Department of Transportation 2015
- Bethlevue Road Widening and Improvements - \$37M Forsyth County Department of Transportation 2016
- East Cherokee Dr Widening and Improvements - \$7M Cherokee County Department of Transportation 2017
- Hardscrabble Road Reconstruction with Roundabout - \$7M City of Roswell Department of Transportation 2018
- Birmingham Road Culvert Replacement – \$1.2M City of Milton Department of Transportation 2019
- And many more infrastructure projects including mass dirt moving operations, box culverts, bridges, 72" RCP pipe, 36" water line and asphalt work.

Federal, State, County or Municipal agency

- Georgia Department of Transportation - GDOT
- Cobb County DOT and Cobb County Water Authority
- Forsyth County DOT including Forsyth County Water Authority

- Fulton County Water Authority
- City of Milton
- City of Peachtree Corners
- Gwinnett County DOT including Gwinnett County Water Authority
- Cherokee County including Gwinnett County Water Authority and many others.



6/1/2021

To whom it may concern,

I have worked with Daniel Miller on several City transportation projects over the past ten years ranging upwards of \$3 million. These projects involved construction of roundabouts, stormwater infrastructure, construction of a new parkway, installation and maintenance or erosion control BMP's, and large box culverts. He was able manage all facets of the job from NTP to project closeout.

I found Daniel to be organized and up to any challenge presented. His professionalism in scheduling projects, managing sub-contractors, keeping the city updated on the projects is hard to find in this field. Whenever there was an issue or problem that would arise during the construction process Daniel remained calm and collected while working through the issues. Daniel takes pride in his crews and the work that they do and will do what needs to be done to make sure a project is completed on time and under budget.

Daniel has proven to be more than capable of handling any project no matter the size or budget. Daniel's professionalism and personality make it easy to work with him and leave you with a feeling of confidence that the job will be handled correctly and with integrity.

A list of most recent projects includes.

Birmingham Road Box Culvert Replacement - \$540,915.70

Freemanville Road @ Providence Road and Morris Road @ Webb Road Roundabout -- \$1,481,822.00

NE Crabapple Connector and roundabout at Charlotte Dr - \$2,342,208.50

Sincerely,

Matthew Fallstrom
Capital Projects Manager
City of Milton





2 PARK PLAZA
ALPHARETTA, GA 30009
PHONE: 678.297.6000
WWW.ALPHARETTA.GA.US

June 2, 2021

To whom it may concern:

My name is Scott Campbell and I am the Construction Manager for the City of Alpharetta. I have worked with Daniel Miller on several heavy civil projects in recent years including the Kimball Bridge Road Corridor Improvements, the Waters Road Pedestrian Bridge Improvement, The State Route 9 at Vaughn Drive Roadway Improvements and the Bethany Road Sidewalk Improvement Project to name a few. These projects involved construction of transportation infrastructure including road widening, roundabout construction, erosion control, storm drainage, asphalt paving, concrete flatwork, concrete box culverts, wall construction, waterline, sanitary sewer, traffic signal and landscaping ranging in value from \$1.2 to \$16 million. All completed on time and within the City's budget.

Working with Daniel was a great experience. His communication and attention to detail throughout the construction process exceeded our expectations and made the project run smoothly from start to finish. Daniel was always prepared, organized, and calm and collected when confronted with conflict resolution and negotiation.

Overall, Daniel was more than capable of managing these project and was an enjoyable person to work with. Daniel possesses a lot of integrity and he quickly gained my trust and respect. I would recommend Daniel for any construction projects with the highest of confidence.

Respectfully,

A handwritten signature in cursive script, appearing to read "Scott Campbell".

Scott Campbell
Construction Manager

MAYOR
JIM GILVIN

MAYOR PRO TEM
DONALD F. MITCHELL

COUNCIL MEMBERS
JASON BINDER
BEN BURNETT
JOHN HIPES
DAN MERKEL
KAREN RICHARD

CITY
ADMINISTRATOR
ROBERT J. REGUS



www.bmandk.com

January 29, 2020

Reference Letter

To whom it may concern

My name is Jacob Hughes, P.E. and I am a Senior Project Manager for BM&K Construction & Engineering. I've worked with Daniel Miller on several heavy civil projects over the past few years ranging upwards of \$3 million for several municipal government agencies. These projects involved construction of highway transportation infrastructure including erosion control, storm drainage, asphalt, concrete flatwork, concrete box culvert, waterline, sanitary sewer, and landscaping.

I found Daniel to be adequately prepared and organized. He made sure to send regular updates that clearly expressed the current activities for the project along with schedule updates. Even when he was juggling crews from dozens of contractors at a time, he made sure that everyone was lined out and knew what they were to do. When contractors would either be late or show up unexpectedly, Daniel remained calm and collected in working through these and any other issues that popped up. Daniel has a calming resolve when confronted with conflict resolution and negotiation.

Overall, Daniel was more than capable for these projects and was an enjoyable person to work with. Daniel possesses a lot of integrity and he quickly gained my trust and respect. I would recommend him for any construction project with the highest of confidence.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Hughes".

Jacob Hughes, P.E.
Senior Project Manager

103 Mountain Brook Drive Suite 112, Holly Springs, GA 30115
phone: 678.522.5601

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Wilson Construction Management, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 4104 W White Rd	Requester's name and address (optional)
6 City, state, and ZIP code Oakwood, GA 30566	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

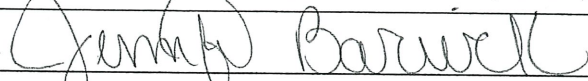
Social security number									
			-						
or									
Employer identification number									
8	4		-	3	6	7	4	7	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 10/5/21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

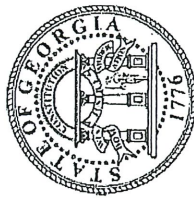
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State

State Licensing Board for Residential and General Contractors

LICENSE NO.

GCQA007398

Roy Daniel Miller

570 Old Alabama Rd.

Cartersville GA 30120

Company Name: Wilson Construction Management LLC

Company License NO: GCCO007401

General Contractor Qualifying Agent

EXP DATE - 06/30/2022 Status: Active

Issue Date: 09/14/2021

EXHIBIT "C"**CERTIFICATION OF SPONSOR****DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is

_____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT D**INSURANCE REQUIREMENTS**

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance

(a) Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

2. Comprehensive General Liability Insurance

(a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$ 500,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with

liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Dunwoody, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338.

Affidavit Verifying Status

For City Public Benefit Application

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

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

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

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

Executed in _____ (city), _____(state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires: