

To: Mayor and City Council  
 From: Rachel Waldron  
 Parks and Recreation Director  
 Re: Contract Award for Waterford Park Playground Equipment  
 Date: May 28, 2024

**Action**

Approval of a contract with Bliss Products and Services, Inc. for the purchase and installation of playground equipment at Waterford Park.

**Summary**

Request for Proposal 24-03 was issued March 22, 2024 for purchase and installation of playground equipment at Waterford Park. The proposal closed April 23, 2024 with receipt of five bids. Parks and Recreation staff scored the five bids received, with final numbers reflected below. Proposals were allotted a total of 100 points possible.

Firm	Points Awarded
Bliss Products and Services, Inc.	86
Playcore Wisconsin, Inc. dba GameTime	81
Lanier Plans, Inc. dba KorKat	76
Great Southern Recreation	76
Great Outdoors Play Systems	68

**Details**

Staff recommends Bliss Products and Services, Inc. for this project due to their high scoring in relation to non-play items provided, ease of maintenance, and mindful approach to providing equipment for ages 2-12, with specific attention to accessible features. All three references spoke very highly of their past work and performance. Funding for this project will be appropriated from the General Capital Improvement Project (CIP) fund.

**Recommendation**

Staff respectfully requests that Council: (1) award a contract to Bliss Products and Services, Inc. for purchase and installation of playground equipment at Waterford Park, in the amount of \$164,460 which includes a 10% contingency (2) authorize Staff to provide funding for the contract; (3) authorize the City Manager to execute the necessary documents.

**REQUEST FOR PROPOSAL**  
**RFP 24-03**

The City of Dunwoody is soliciting competitive sealed proposals from qualified contractors for the **Purchase and Installation of Playground Equipment at Waterford Park.**

Proposals should be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:00 P.M. local time on April 23, 2024, at the City of Dunwoody, 4800 Ashford Dunwoody Rd., Dunwoody, GA 30338. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and read at 2:05 P.M. The apparent proposal results will be available the following business day on our website [www.dunwoodyga.gov](http://www.dunwoodyga.gov).

A pre-proposal conference is scheduled for 10:00 am, Thursday, on April 4, 2024, at Waterford Park, 4565 Dellrose Drive, Dunwoody, GA 30338. The conference will include a review of the Proposal Documents, and a question-and-answer period. Attendance at the Pre-Proposal Conference is strongly encouraged, but it is not required. Proposers are expected to be familiar with the Proposal Documents and the property to be developed and to provide the City with any questions regarding the Proposal Documents at the Pre-Proposal conference or by the deadline for questions to be submitted.

Questions regarding proposals should be directed to John Gates, Purchasing Manager, at [purchasing@dunwoodyga.gov](mailto:purchasing@dunwoodyga.gov) or by calling 678-382-6750, no later than 2:00 pm on April 10, 2024. Proposals are legal and binding upon the proposer when submitted. All proposals should be submitted as follows: One original and three copies.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. The City of Dunwoody reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest. With limited response, the City of Dunwoody reserves the right to extend the solicitation opening date as appropriate to assure a competitive procurement process.

All companies submitting a proposal will be notified in writing of award.

The selected contractor must be able to start work within 10 calendar days after the "Notice to Proceed" is issued. The time of completion for the project is as follows: 180 available days from the "Notice to Proceed" for substantial completion and an additional 60 days for final acceptance.

## 1.0 **SCOPE**

The City of Dunwoody is soliciting proposals for the layout, provision, and installation of new playground equipment at Waterford Park, 4565 Dellrose Drive, Dunwoody, GA 30338.

## 2.0 **GENERAL REQUIREMENTS**

### 2.1 Your proposal package should include:

- A. Product descriptions/specifications/brochures, including color choices & warranty information.
- B. Material testing results and certifications.
- C. Installer qualification documentation, installer references.
- D. Layout Diagram. Attachment A of this RFP is included for reference only. This area is approximately 5,000Sq.Ft. All equipment, fall zones and PIP must fit within this area. Your Layout Diagram is to include your proposed equipment, its location and use zones, and a layout of the underground drainage system(s). Your layout diagram must be to scale with scale stated on the drawing. Also note that it will be incumbent upon each proposer to visit the site and develop their own dimensions based on existing site conditions.
- E. Proposal Schedule (Form attached)
- F. Equipment List (Form attached & Microsoft Excel or Word file available upon email request)
- G. References (form attached)

### 2.2 **Submission of Proposal**

- A. The Contractor is responsible for assuring delivery and installation within the time frame stated on the Proposal Schedule, as well as for any associated delivery/installation costs. Proposal shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to:

PURCHASING MANAGER  
CITY OF DUNWOODY  
4800 ASHFORD DUNWOODY ROAD  
SUITE 200  
DUNWOODY, GEORGIA 30338

And shall be identified with proposal number, date of opening and company name on the outside of the envelope. All information should be in 8 1/2 x11" format, except that

layout plan may be larger if necessary for legibility. Proposals shall be submitted as follows: One (1) original and three (3) copies. All copies of the proposal must be identical. The full cost for proposal preparation is to be borne by the proposing firm. Proposals must be signed in ink by a company official who has authorization to commit company resources.

- B. Proposals submitted are not publicly available until after award by the City of Dunwoody. All proposals and supporting materials, as well as correspondence relating to the RFP, become the property of the City of Dunwoody when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion of the proposal is proprietary will not be honored.
- C. Only one design will be accepted per vendor. Installation timeframe will be considered in award.
- D. The City of Dunwoody reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest.
- E. Successful vendor is required within ten (10) days of the Notice of Award to provide the following:
  - (i) Certificate of Insurance as specified in the proposal documents.
  - (ii) A drawing file of the playground equipment and other non-play items provided (for example, benches) which includes the playground border and is suitable for use in AutoCAD 2004-2010.

The contractor shall obtain, maintain, and furnish the City with a Certificate of Insurance, per attached requirements, throughout the lifetime of this project.

Failure to provide the above documents within ten (10) days may be just cause for the annulment of the award. At the discretion of the City, the award may then be made to the next highest scoring responsible vendor.

### 2.3 Key Contact Persons

If you require additional information concerning the proposal or the procurement process, make your inquiries at the following address:

City of Dunwoody Purchasing Department  
Attention: **John Gates**  
4800 Ashford Dunwoody Road Suite 200  
Dunwoody, GA 30338  
(678)382-6750; (Fax) 678-533-0712  
**John.gates@dunwoodyga.gov**



#### 2.4 Inquiries from Contractors

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 permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Council. Violations will be reviewed by the Purchasing Director. 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.

#### 2.5 Proposal Evaluation Process

A. The City of Dunwoody intends to accept the offer that is most advantageous to itself from the standpoint of price, functional sufficiency, technical sufficiency, and other factors. It reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately, in any manner deemed to be in the best interests of the City of Dunwoody.

B. The selected vendor must have demonstrated successful performance on installations of a similar nature. A minimum of three (3) references (including names, addresses, email address, and phone numbers of client contacts) should be provided which demonstrate installation work performed for parks and recreation clients. The vendor should stress references that clearly describe a previous history of successful installation of a similar size and scope. At least one of the projects referenced must be over 5 years old.

C. A selection committee will be established consisting of staff members. The City will evaluate each submittal carefully. Proposals will be evaluated based on the following criteria:

1.	Quantity/Quality of play items provided	25 pts.
2.	Quantity/Quality of other (non-play) items provided	5 pts.
3.	Utilization of Existing Space	20 pts.
4.	Product specifications	10 pts.
5.	Product Warranty, ease of maintenance, factory support	20 pts.
6.	Schedule for installation, qualifications of installer	15 pts.
7.	References	<u>5 pts.</u>

Total: 100 pts.

The Proposals will be evaluated in order to select the proposal which rates highest according to the criteria elaborated in items 1-7 above. Based upon the results of the proposals, references, and the interviews, the City will negotiate with the firm ranked highest, in an attempt to reach agreement. If negotiations with the highest ranked firm are unsuccessful the City may negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

### 3.0 REQUIREMENTS

A. The successful responder will provide all things necessary (labor, construction equipment, materials, play equipment, permits as necessary) to install the new playground equipment per their proposal. The play equipment should fit in the available space(s) as noted on Attachment A but confirmed by existing field conditions. Playground must comply with U.S. Consumer Product Safety Commission Standards, including surrounding space (use/impact area) requirements.

B. Vendors submitting proposals are responsible for taking their own measurements to verify dimensions of the existing conditions. The successful contractor will be responsible for the location and protection of any existing underground utilities on the site. Any existing items damaged by the contractor must be restored to their previous condition at no additional cost to the owner.

The attached Equipment List is also available upon email request. The list is available in Microsoft Word file. List the equipment you will be providing within the categories listed on the form (slides, vertical climbers, etc.) and include this form with your proposal.

C. Vendor must provide and install pour in place surface material to provide adequate fall protection to comply with ASTM standards and to meet existing grades at the playground borders.

Vendor must provide and install geotextile fabric; flexible drainage pipe & #57 stone as necessary to insure proper drainage.

D. All work must be done in accordance with Federal, State and Local regulations, as well as U.S. Consumer Product Safety Commission guidelines.

Vendor will be responsible for locating all underground utilities prior to beginning work and repairing any of those utilities damaged by his construction operations. Vendor is responsible for protection of any structures adjacent to the work site not scheduled for demolition, as well as repair/restoration of any of those items damaged by his construction operations.

The park will be open during construction. It is the vendor's responsibility to ensure

that the public cannot access the playground areas while they are under construction, and until adequate safety surfacing is in place.

- E. No wooden components or metal slides will be accepted.
  - F. Layout and components must comply with Americans with Disabilities Act and with ASTM F 1951-99. Special consideration should be given to providing amenities for persons with disabilities.
  - G. Vendor must meet City insurance requirements.
  - H. Vendor's product must meet the minimum specifications listed below or demonstrate that their products are equal in strength, safety, durability, ease of maintenance, and factory support.
  - I. The price for this project should not exceed \$150,000. Bidders are encouraged to visit the site to familiarize themselves with any relevant site-related issues that would affect this proposal.
  - J. The successful vendor must provide the following certifications before final payment:
    - Manufacturer's certification that equipment meets Safety Standards. Form provided.
    - Certified Playground Inspector's certification that equipment was installed properly. Form provided.
  - K. The successful vendor will be responsible for all site preparation, surfacing and border and delivery, unloading and secured storage of materials as well as installation of new equipment, surfacing and border.
- 3.1 The area for new play equipment is approximately 5,000sq.ft. and is the maximum allowed for this project: This area should include equipment for 2-5 age group and for 5-12 age group. Each is generally defined below and as a minimum the following equipment must be included in your proposal: Proposals are also to include sensory and ADA accessible equipment options.
- A. Play Area for age group 5-12 to include:
    - climbers
    - slides
    - overhead activities
    - shade structure or roof space.
    - Swings, or Track Glides

Play Area for age group 2-5.

climbers  
slides  
shade structure or roof space.  
swings,

B. Maintenance Equipment

1. Maintenance manual that includes parts lists, ordering information and company contact.
2. 1 set of spare tools for maintenance & installation of spare parts; twenty-four (24) extra nuts, bolts & fasteners of each size and type.
3. Deliver this equipment to the owner's personnel, along with necessary instructions.

NOTES:

It is expected that those submitting proposals may include additional equipment (to that listed above) in their proposals. All equipment being provided must be included in the attached equipment list & shown graphically in the layout. It should also appear in the vendor's brochure. Providing inadequate information may have a negative effect on the score of a proposal.

### 3.2 MINIMUM SPECIFICATIONS

#### A. GENERAL

Materials must be in conformance with the Consumer Product Safety Improvement Act of 2008, which limits the amount of lead, certain heavy metals and certain phthalates from Children's Products.

Equipment must be IPEMA-certified and meet U.S. Consumer Product Safety Commission guidelines.

#### B. SUPPORT POSTS, CROSS RAILS, SWING TOP RAILS, AND HAND TREK RAILS

These components shall be fabricated from minimum 4 1/2" O.D. 11 gauge, A90 galvanized exterior and interior steel tubing. Yield strength shall be minimum 40,000 psi with a tensile strength of minimum 45,000 psi. Tubing shall be manufactured in accordance with ASTM E-8.

#### C. STEEL TUBING

Deck support tie rods shall be fabricated of 1-5/16" O.D. RS-40 (.109 wall) galvanized inside and out steel tubing with a powder coated color finish. Other tie rods, climbing rungs, hand rungs, chinning/turning bar, activity barrier, pipe wall barrier, slide barrier, arch climber side rails, and spiral climber mounting post shall be 1-5/16" O.D. RS-20 (.085 wall) galvanized inside and out steel tubing. Slide support legs, swinging bridge handrail, and spiral climber assembly shall be 1-5/8" O.D. RS-20 galvanized steel tubing. Sliding pole shall be 1-7/8" RS-20 galvanized steel tubing. Parallel bars, steel arch climber side rails, "C" or "S" horizontal top rails and center leg supports along with the smaller model horizontal ladder rails shall be constructed of 2-3/8" O.D. RS-20 galvanized steel tubing. All 1-5/8", 1-7/8", and 2-3/8" O.D. steel tubing shall be galvanized on both interior and exterior surfaces. All steel tubing shall be manufactured in accordance with ASTM A-90 and shall be tested in accordance with ASTM E-8 and ASTM 8-117.

#### D. PUNCHED STEEL DECKS

12 gauge, hot rolled, pickled, and oiled flat steel. Deck surface and sides shall be die formed from a single sheet. Deck surface shall be perforated with holes of 1/4" maximum diameter, spaced no closer than 7/8" on center. Entire deck shall have a PVC coating of .02 - .08" thick. Vinyl coating to have a textured, non-slip finish.

#### G. PUNCHED STEEL STEPS

One piece step sections shall be formed of 12 gauge, hot rolled, pickled, and oiled flat steel. Step surface and sides shall be die formed from a single sheet. Surface of step treads shall be perforated with holes of .34" maximum diameter. Entire step section shall have a PVC coating of .02 - .08" thick. Coating shall have a textured, non-slip finish. Handrails shall be constructed of 1-5/16" O.D. RS-20 galvanized steel tubing.

H. ATTACHMENT FITTINGS

Pipe clamps, tee clamps, swing hangers, and deck hangers shall be cast of high-tensile strength ALMAG alloy aluminum. They shall comply with ASTM B-179-73, ASTM B-72, ASTM B-26-72, ASTM B-108-73, QQA-371F, QQA-601D and QQA-596E. Pipe end caps and retainers shall also be cast from aluminum alloy.

**NOTE:** All clamps shall be hinged on one side to facilitate installation. Swing hangers shall be rifled with an oil impregnated bronze bearing. Hand trek hand grips shall be cast TENZALLOY aluminum.

I. SPIRAL SLIDES

The spiral slides shall be manufactured from Dupont's scalar polyethylene resin (or equal) with impregnated color pigment, which is impervious to ultraviolet rays and will resist color fading. Slide shall be reinforced with a solid support web structure, leaving no sharp corners or exposed metal edges. Center support post shall be 4 1/2" O.D. Schedule 40 galvanized steel pipe. Transition step platform shall be fabricated of 14-gauge steel tread plate and 1-5/16" O.D. RS-20 galvanized steel tubing. Handrails and sit-down bar shall also be fabricated of 15/16" O.D. RS-20 steel tubing with 1-5/8" O.D. Schedule 40 fittings.

J. ROTATIONALLY MOLDED PLASTIC PARTS

Tube slides, activity panels, crawl tubes, and all plastic slide chutes shall be low density linear polyethylene which is impervious to ultraviolet rays and will resist color fading. Plastic components shall be formed by a rotational molding process with compounded color pigment. Plastic components shall have a tensile strength of 2,600 psi at 2-inch minutes. Bubble section of wall panel shall be formed of clear Lexan plastic (or equal).

K. SOLID PLASTIC PANELS

3/4" high density polyethylene sheeting.

L. CHAIN COATINGS

Chains shall be coated with 5/0 plastisol vinyl, to a thickness of 80- 100 mils. Chains on belt swings shall be 5/16" galvanized finish.

M. FINISH

All metal components, after fabrication, shall be free of weld spalls, excess weld, and burns. Parts shall be washed and rinsed with Oakite 33(or equal) and then with Berkley #909 solvent (or equal), prior to being powder coated.

N. EXTERIOR COLOR

An exterior powder coated color finish shall be applied to the majority of all metal and aluminum components. Color finish shall be electrostatically applied polyester dry powder, oven cured at temperatures in excess of 400 F and tested in

accordance with ASTM B-117. Powder coat shall be a minimum thickness of 5-7 mils, high-gloss and lead-free.

**NOTE:** Urethane, lacquer, and enamel paints are not acceptable.

O. HARDWARE

All connecting hardware such as bolts, nuts, set screws, etc. shall be zinc plated steel or stainless steel.

**NOTE:** Capped locknuts that cover the ends of bolt shafts shall be supplied. Tamper proof bolts shall be supplied for all clamp assemblies.

P. POUR IN PLACE SURFACING

Must meet or exceed all applicable ASTM standards and meet requirements for the full height of installed equipment.

Q. GEOTEXTILE FABRIC

All edges between fabric pieces must have a minimum overlap of 1', staked a maximum of 2' O.C.

R. GRAVEL DRAINAGE

Gravel shall be clean #57 stone. Minimum depth of drainage layer shall be 4". Gravel shall be deeper as required to achieve a positive slope to drain outlet(s). Minimum slope to drain is 1%.

### 3.3 SPECIFICATION REFERENCES

All references to Industry standards and specifications are deemed to mean the latest approved version.

### 3.4 SCHEDULE

The on-site work should be scheduled to minimize disruption of public use for the site. We prefer that the on-site work be completed by no later than November 2024. Indicate the proposed time frame for on-site work on the proposal schedule.

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**MANUFACTURER'S STATEMENT**

I verify and warrant that the design, manufacture, and recommended installation procedure for Play Equipment Model Number(s)

\_\_\_\_\_

Manufactured by \_\_\_\_\_

is in conformance with the U.S. Consumer Products Safety Commission guidelines for public use playground safety as outlined in the 1991 Handbook for Public Playground Safety.

\_\_\_\_\_

Equipment Manufacturer

\_\_\_\_\_

President / C.E.O.

\_\_\_\_\_

Date

Specified for the Playground at: \_\_\_\_\_

\_\_\_\_\_



**STATEMENT OF PROPER INSTALLATION**

(To be completed after installation and final inspection)

I verify and warrant that the Play Equipment Model Number(s) \_\_\_\_\_

\_\_\_\_\_

manufactured by \_\_\_\_\_

\_\_\_\_\_ installed at (name of park & location of equipment) \_\_\_\_\_

\_\_\_\_\_

and inspected on (date of final inspection) \_\_\_\_\_, has been

installed appropriately and is in conformance with the U.S. Consumer Products Safety

Commission guidelines as outlined in the 1991 Handbook for Public Playground Safety.

\_\_\_\_\_  
Certified Playground Inspector

\_\_\_\_\_  
C.P.S.I. number

\_\_\_\_\_  
Date

GENERAL CONDITIONS  
To Service Provider AGREEMENT

Article

- 1 Definitions
- 2 Contract Documents
- 3 Changes and Extra Work
- 4 Personnel and Equipment
- 5 Accuracy of Work
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## 1 DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

- 1.1 CITY-means City of Dunwoody, Georgia, a political subdivision of the State of Georgia.
- 1.2 SUPPLEMENTAL AGREEMENT-means a written order to SERVICE PROVIDER signed by CITY and accepted by SERVICE PROVIDER, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.
- 1.3 CONTRACT-means the Agreement Documents specifically identified and incorporated herein by reference in Section 2, CONTRACT DOCUMENTS.
- 1.4 AGREEMENT EXECUTION-means the date on which SERVICE PROVIDER executes and enters into an Agreement with the CITY to perform the Work.
- 1.5 AGREEMENT PRICE-means the total monies, adjusted in accordance with any provision herein, payable to the SERVICE PROVIDER under this Agreement.
- 1.6 CONTRACT TIME-means the period of time stated in this Agreement for the completion of the Work.
- 1.7 SERVICE PROVIDER-means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.
- 1.8 DEPARTMENT- means the Director or designee of requesting department(s) named in this solicitation.
- 1.9 DRAWINGS-means collectively, all the drawings, receipt of which is acknowledged by the CITY, listed in this Agreement, and also such supplementary drawings as the SERVICE PROVIDER may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.
- 1.10 SPECIFICATIONS-means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.
- 1.11 SUBSERVICE PROVIDER-means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with SERVICE PROVIDER or with any of its subservice providers at any tier to provide a part of the Work called for by this Agreement.
- 1.12 WORK-means any and all obligations, duties and responsibilities, including

furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by SERVICE PROVIDER under this Agreement.

- 1.13 LIAISON-Representative of the CITY who shall act as Liaison between the City and the SERVICE PROVIDER for all matters pertaining to this Agreement, including review of SERVICE PROVIDER'S plans and work.

## 2 CONTRACT DOCUMENTS

### 2.1 LIST OF DOCUMENTS

The Agreement, any required bonds, the General Conditions, the Appendices, the Detailed Scope of Work, the Specifications, the Drawings, the Exhibits, and all Agreement Supplemental Agreements shall constitute the Agreement Documents.

### 2.2 CONFLICT AND PRECEDENCE

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Specifications
6. Drawings

## 3 CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the SERVICE PROVIDER'S compensation, which are mutually agreed upon by and between the CITY and the SERVICE PROVIDER, shall be incorporated in written Supplemental Agreements to the Agreement.

## 4 PERSONNEL AND EQUIPMENT

The SERVICE PROVIDER represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. Primary liaison with the CITY will be through its designee. All of the services required hereunder will be performed by the SERVICE PROVIDER under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

The SERVICE PROVIDER shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work; and further shall employ only qualified surveyors in responsible charge of any survey work.

The SERVICE PROVIDER shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration, being in the full employ of the SERVICE PROVIDER and responsible for the work prescribed by this Agreement.

#### 5 ACCURACY OF WORK

The SERVICE PROVIDER shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensations.

Acceptance of the work by the CITY will not relieve the SERVICE PROVIDER of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

#### 6 FINDINGS CONFIDENTIAL

The SERVICE PROVIDER agrees that its conclusions and any reports are for the confidential information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data, and studies prepared by the SERVICE PROVIDER pursuant thereto shall become the property of the CITY and be delivered to the DEPARTMENT.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, its conduct, results, or data gathered or processed should be released by the SERVICE PROVIDER without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the SERVICE PROVIDER, but should any such information be released by the CITY or by the SERVICE PROVIDER with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

#### 7 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause the SERVICE PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SERVICE PROVIDER shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to the SERVICE PROVIDER of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid scheduler without prior approval of the CITY shall constitute cause for termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the SERVICE PROVIDER under this Agreement shall become the property of the CITY, and the SERVICE PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as determined by the CITY.

#### 8 TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Agreement for its convenience at any time upon 30 days' notice in writing to the SERVICE PROVIDER. If the Agreement is terminated by the CITY as provided in this Article 8, the SERVICE PROVIDER will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the SERVICE PROVIDER which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the CITY for processing and payment. The City shall be the final authority in the event of any disputes over authorized costs between the CITY and the Service Provider.

#### 9 SERVICE PROVIDERS TO COOPERATE WITH OTHER SERVICE PROVIDERS

If the CITY undertakes or awards other contracts for additional related work, the SERVICE PROVIDER shall fully cooperate with such other SERVICE PROVIDERS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The SERVICE PROVIDER shall not commit or permit any act which will interfere with the performance of work by any other SERVICE PROVIDER or CITY employees.

#### 10 INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, indemnify, and hold harmless the CITY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors or omissions of the SERVICE PROVIDER. SERVICE PROVIDER'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

SERVICE PROVIDER further agrees to protect, defend, indemnify, and hold harmless the CITY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the SERVICE PROVIDER.

#### 11 COVENANT AGAINST CONTINGENT FEES

The SERVICE PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SERVICE PROVIDER for the purpose of securing business and that the SERVICE PROVIDER has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct

from the Agreement Price of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

## 12 INSURANCE

The SERVICE PROVIDER shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy (s) that will ensure and indemnify both the City of Dunwoody and SERVICE PROVIDER against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the SERVICE PROVIDER during the term of this Agreement. The liability under such insurance policy shall be not less than as stated in the Bid Proposal.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, Professional Liability Insurance with a limit of not less than that as stated in the Bid Proposal.

Additionally, SERVICE PROVIDER shall provide, at all times that this Agreement is in effect, automobile liability insurance with a limit of not less than that as stated in the Bid Proposal.

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be non-cancelable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as additional insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

## 13 PROHIBITED INTERESTS

13.1 Conflict of Interest: The SERVICE PROVIDER agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder.

13.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## 14 SUBCONTRACTING

The SERVICE PROVIDER shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the DEPARTMENT's prior written approval of the subservice provider, except as may have been specifically stated in the SERVICE PROVIDER'S response to proposal per Exhibit A. The DEPARTMENT will not approve any subservice provider for work covered by this Agreement that has not been recommended for approval by the Department Director.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this



Agreement.

15 ASSIGNABILITY

The SERVICE PROVIDER shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities, or other interest under this Agreement without the written consent of the CITY.

16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the SERVICE PROVIDER agrees as follows: (1) the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the SERVICE PROVIDER will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the SERVICE PROVIDER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subservice provider, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17 ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The SERVICE PROVIDER hereby promises to comply with all applicable "Anti-kickback" laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

18 AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY for examination all its records with respect to all matters covered by this Agreement. It shall also permit the CITY to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The SERVICE PROVIDER shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request. The SERVICE PROVIDER agrees that the provisions of this Article shall be included in any Agreements it may make with any subservice provider, assignee, or transferee.

19 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement

without according to credit of authorship. The CITY shall hold harmless and indemnify the SERVICE PROVIDER against all claims arising out of such use of documents and materials without the SERVICE PROVIDER'S knowledge and consent.

20 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the SERVICE PROVIDER to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

21 INDEPENDENT SERVICE PROVIDER

The SERVICE PROVIDER shall perform the services under this Agreement as an independent service provider and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the SERVICE PROVIDER or any of its agents or employees to be the agent, employee, or representative of the CITY.

22 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Failure to return this page as part of your proposal may result in rejection.

**PROPOSAL SCHEDULE**

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with City of Dunwoody according to bidding Documents entitled **Provision and installation of new playground equipment, drainage pipes, gravel, geotextile fabric and surface material at Waterford Park**, as well as the existing conditions of the project, and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, for the sum as follows:

- State number of days from Notice to Proceed until equipment is delivered: \_\_\_\_\_
- State number of days from Equipment Delivery until Project Completion (excluding "inclement weather" days): \_\_\_\_\_
- State proposed dates for beginning and completion of on-site work: \_\_\_\_\_

**Total Project Cost:**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) which sum is hereinafter called "Base Bid".

The Undersigned agrees to commence work within 10 days of the date of Notice issued by City of Dunwoody Purchasing Office and to complete all Work within the proposed or negotiated schedule.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

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

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the board of commissioners within 120 days of the date of opening, to furnish any or all of the items upon which prices are quoted within the time specified in the bid schedule.

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within Gwinnett City? Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Failure to return this page as part of your proposal may result in rejection.

**CITY of DUNWOODY, GEORGIA**  
**LIST OF SUBCONTRACTORS**

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

NAME AND ADDRESS	TYPE OF WORK

Company Name \_\_\_\_\_

Failure to return this page as part of your proposal may result in rejection.

REFERENCES.

City of Dunwoody requests three (3) references for completed similar size and scope projects.

**1. NAME OF PROJECT** \_\_\_\_\_

BRIEF DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_ PROJECT COMPLETION DATE: \_\_\_\_\_

PERSON RESPONSIBLE FOR INSTALLATION \_\_\_\_\_

INSTALLER'S COMPANY \_\_\_\_\_

PERSON GIVING REFERENCE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**2. NAME OF PROJECT** \_\_\_\_\_

BRIEF DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_ PROJECT COMPLETION DATE: \_\_\_\_\_

PERSON RESPONSIBLE FOR INSTALLATION \_\_\_\_\_

INSTALLER'S COMPANY \_\_\_\_\_

PERSON GIVING REFERENCE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**3. NAME OF PROJECT** \_\_\_\_\_

BRIEF DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_ PROJECT COMPLETION DATE: \_\_\_\_\_

PERSON RESPONSIBLE FOR INSTALLATION \_\_\_\_\_

INSTALLER'S COMPANY \_\_\_\_\_

PERSON GIVING REFERENCE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

(Each page with vendor added information must be signed by authorized representative.)

Failure to return this page as part of your proposal may result in rejection.

INSTALLER REFERENCES

NAME OF INSTALLATION COMPANY \_\_\_\_\_

NAME OF INSTALLER: \_\_\_\_\_

NUMBER OF YEARS EXPERIENCE: \_\_\_\_\_

INSTALLER'S CERTIFICATIONS: \_\_\_\_\_

**1. NAME OF PROJECT** \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_ PROJECT COMPLETION DATE: \_\_\_\_\_

PERSON GIVING REFERENCE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**2. NAME OF PROJECT** \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_ PROJECT COMPLETION DATE: \_\_\_\_\_

PERSON GIVING REFERENCE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**3. NAME OF PROJECT** \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

\_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_ PROJECT COMPLETION DATE: \_\_\_\_\_

PERSON GIVING REFERENCE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

(Each page with vendor added information must be signed by authorized representative.)

**City of Dunwoody**  
**INSURANCE REQUIREMENTS**

**Within ten (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. Commercial General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective with a \$2,000,000 general aggregate limit.
- (b) Blanket Contractual Liability
- (c) Blanket "X", "C", and "U"
- (d) Products/Completed Operations Insurance
- (e) Broad Form Property Damage
- (f) Personal Injury coverage
- (g) Include Additional Insured Status for The City of Dunwoody
- (h) Provide Waiver of Subrogation in favor of The City of Dunwoody

3. Auto Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- (b) Comprehensive form covering all owned, non-owned, leased, and hired vehicles
- (c) *If no owned autos, must provide proof of hired and non-owned auto liability*
- (d) Include Additional Insured Status for The City of Dunwoody
- (e) Provide Waiver of Subrogation in favor of The City of Dunwoody

4. Umbrella Liability Insurance - \$1,000,000 limit of liability

- (a) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
- (b) Confirm General, Automobile and Employers Liability are included as underlying policies

5. Professional Liability: \$1,000,000 per claim/\$1,000,000 aggregate limit

6. 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:**

**City of Dunwoody**  
**4800 Ashford Dunwoody Road**  
**Dunwoody, GA 30338**



## **BONDING REQUIREMENTS**

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

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

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

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

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT

Name of Contractor:

\_\_\_\_\_

Address of Contractor:

\_\_\_\_\_

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

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

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

**City of Dunwoody Georgia**

**(Name of Obligee)**

**4800 Ashford Dunwoody Rd., Suite 200**

**Dunwoody, Georgia 30338**

**(Address of Obligee)**

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

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

**Purchase and Installation of Playground Equipment at Waterford Park**

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

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within 10 days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Dunwoody, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Dunwoody, Georgia, each in an amount of 100 percent of the total Contract Price, in form and with security satisfactory to said

the City of Dunwoody, Georgia, and otherwise, to be and remain in full force and virtue in law; and The Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Dunwoody, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

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

(Principal)

BY:

\_\_\_\_\_  
\_\_\_\_\_  
(Witness to Principal)

(Address)

\_\_\_\_\_  
(Address)

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

**ATTEST:**

\_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)  
(Seal)

\_\_\_\_\_  
(Address)

---

(Witness as to Surety)

---

(Address)

---

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

The City of Dunwoody, Georgia  
(Name of Obligee)  
4800 Ashford Dunwoody Rd., Suite 200  
Dunwoody, Georgia 30338  
(Address of Obligee)

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

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

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

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

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

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_

(Principal Secretary)

(Principal)

(SEAL)

BY: \_\_\_\_\_

(Witness to Principal)

(Address)

(Surety)

**ATTEST:**

\_\_\_\_\_  
Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

---

(Address)

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

The City of Dunwoody Georgia  
(Name of Obligee)  
4800 Ashford Dunwoody Rd., Suite 200  
Dunwoody, Georgia 30338  
(Address of Obligee)

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

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

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

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



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

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

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

Unless such person shall have given notice to the Principal within 60 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

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

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

**Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**ATTEST:**

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

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

BY:

\_\_\_\_\_

\_\_\_\_\_

(Witness to Principal)

(Address)

(Address)

\_\_\_\_\_

(Surety)

**ATTEST**

BY:

\_\_\_\_\_

Agent

(Attorney-in-Fact) and Resident

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

**MAINTENANCE BOND**

**CITY OF DUNWOODY, GEORGIA**

**PROJECT NO:** \_\_\_\_\_ **DEKALB COUNTY, GEORGIA**

**BOND NO:** \_\_\_\_\_

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

WHEREAS, the Principal has entered into an agreement with the City of Dunwoody for the PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT WATERFORD PARK. 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 \_\_\_\_\_, 2024.**

Witness:

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

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Attorney-in-fact)

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**

**(Bidder to sign and return)**

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

Authorized  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type  
Name \_\_\_\_\_

Print/Type Company Name  
Here \_\_\_\_\_

**CORPORATE CERTIFICATE**

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

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Signature) (Seal)

**\*\*\*ATTENTION\*\*\***

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

1. FAILURE TO USE CITY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE CITY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.
7. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL BIDS. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

## EQUIPMENT LIST

We propose to provide & install the following items for:

### Waterford Park Playground

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

<b>Age 5-12 Years</b>			<b>Age 2-5 Years</b>		
	<b>Slides</b>				
Quantity	Item Name	height			
	<b>Vertical Climbers</b>			<b>Climbers</b>	
Quantity	Item Name	height	Quantity	Item Name	height
	<b>Angled/Horizontal/arched Climbers</b>			<b>Angled/Horizontal/arched Climbers</b>	
Quantity	Item Name	height	Quantity	Item Name	height

<b>ADA Transfer Stations/Ramps</b>			<b>ADA Transfer Stations/Ramps</b>		
Quantity	Item Name		Quantity	Item Name	
<b>Bridges/Tunnels/Connections</b>					
Quantity	Item Name	length			
<b>Overhead Activities</b>					
Quantity	Item Name	length			
<b>Activity Panels</b>					
Quantity	Item Name				
<b>Other Items attached to modular structure</b>			<b>Other Items attached to modular structure</b>		
Quantity	Item Name		Quantity	Item Name	



<b>Rockers/Riders/Spinners</b>					
Quantity	Item Name				
<b>Freestanding Climbers</b>			<b>Freestanding Climbers</b>		
Quantity	Item Name	height	Quantity	Item Name	height
<b>Other Freestanding Activity Items</b>			<b>Other Freestanding Activity Items</b>		
Quantity	Item Name		Quantity	Item Name	
<b>Decks</b>					
Quantity	Item Name	size			
<b>Roofs</b>					
Quantity	Item Name	size (sq.ft.)			

<b>Decorative/Graphic Panels</b>					
Quantity	Item Name	size (sq.ft.)			
<b>Signs/decorations</b>					
Quantity	Item Name	size (sq.ft.)			
<b>Drainage Pipe</b>					
Quantity	Item Name	size (diameter)			
<b>Other Non-Play Items</b>					
Quantity	Item Name	size (sq.ft.)			

# Attachment A





**ORIGINAL**



# WATERFORD PARK PLAYGROUND EQUIPMENT

RFP 24-03





April 22, 2024

City of Dunwoody  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30338

Re: Purchase and Installation of Playground Equipment at Waterford Park

Dear Sir/Madam,

Within these pages you will begin to get a feel for the level of personalization and care that the team at Bliss Products believes should go into each playground area created in today's marketplace. There is in depth detail about our project management plan/philosophies and detailed information about Bliss Products and Services, our company, our employees, our vendors, and our installation team.

Although the manufacturer would designate this as a 5-12 structure, we did include an isolated area for the younger children ages 2-5.

We have also provided you with a section about our playground manufacturer, Play & Park Structures, who will help us by manufacturing the new playground equipment for the City.

We look forward to the opportunity to work with you on this project!

Sincerely,

Adam Schmansky  
Sales Representative  
Bliss Products and Services, Inc.  
248-882-0567  
adam@blissproducts.com  
www.blissproducts.com



## Meet Your Bliss Team

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### Gregg Bliss, President

Gregg Bliss has been with BPS for over 30 years and took over as President in 2000. Since becoming President, Gregg has been responsible for expanding the company's territory to over 12 states and more than doubling both the sales staff and installation crews. Gregg is the qualifying agent for contractors' licenses in over five states, including holding a GC license in Florida. Gregg is CPSI certified and graduated Summa Cum Laude from Tarleton State University with a Bachelor of Science degree in Industrial Technology.



### Adam Schmansky, Sales Representative

Adam has become an integral part of the Bliss Products sales team since he joined in 2015. Since then, he has completed several signature projects - including playground renovations for the City of Tucker, a themed playground for the City of Talmo, and an agility course for Spalding County. From onsite meetings to thorough follow up after the installation process, Adam makes sure that all of his customers' needs are met. Currently, over 75% of Adam's sales are from repeat customers.



### Kristen George, Bid Manager

Kristen started her recreation career with BPS, joining the team in 2015. She quickly climbed the ranks to become BPS' Bid Manager and now oversees the entire bid and quoting department. Her department sent out over 500 bids for the 2021 year and is still able to maintain an attention to detail that is unlike any other. Providing our customers with in depth information, accurate lead times, and comprehensive playground designs ensures our bids and quotes alike are sent out with as much detail and care as possible.



### Allison McCleskey, Project Coordinator

Allison has extensive knowledge of the construction industry and many years of experience managing projects varying in scope and size. Joining the BPS team over seven years ago, Allison has expanded her construction knowledge into the recreation side and has been able to efficiently manage the Installation Team at BPS to include subcontractors and internal staff.

# Bliss Products and Services, Inc.



## Overview

Bliss Products and Services, Inc. (BPS) has been in the recreation business since 1984. With over thirty years of success in an ever-changing industry, BPS has continued to expand not only territory but capabilities as well. Our growth can be directly attributed to our customer-first sales philosophy. BPS believes in a low-key and educated approach to each opportunity. Our team has experience in the design of all types and sizes of recreation and play environments. BPS offers site evaluations, budgetary proposals, custom designs, and installation services for a wide range of products. BPS can utilize the newest technologies available and support our staff and clients through multiple platforms.

## Construction

BPS is not simply a sales agency. BPS has contractors licenses in ten states and currently holds a GC license in the State of Florida. With combined revenues of over 25M annually, BPS has the resources available to successfully complete projects of any size and scope.

Our installers specialize in the recreation industry. From concept to creation, our installers are committed to enhancing recreational environments for everyone and are equipped to handle the largest projects our customers may have.

License # RLQA002637  
(Pictured Right)





# Past Performance



BPS was honored to be a part of the City of Winter Springs' Perk Up Parks Initiative! This playground captures the heart of the community as the inclusive playground for all! With ramps, swings, shades, and poured in place surfacing, we made sure to design a play space where no one is left out!



City of Winter Springs  
 Central Winds Park  
 Brian Dunigan  
 407-327-6589  
 bdunigan@winterspringsfl.org

4C approached us about the need for new play equipment at Ferguson Drive Early Head Start after we completed a bid project for them. This school needed four different areas for kids to play. Each area is equipped with early head start approved play equipment, poured in place surfacing, and shades.



Community Coordinated Care for Children  
 Amy Richter  
 407-532-4197  
 arichter@4cflorida.org



# Past Performance



The City of Conway requested a themed steamship design to celebrate the city's heritage. We were able to work with Play & Park Structures to deliver on this request along with designed poured in place surfacing.

City of Conway  
 Riverfront Park  
 Ken Seen  
 843-248-1760  
 kseen@cityofconway.com



BPS was honored to be a part of the City's park renovation. The City envisioned having a playground structure with a shade to provide relief from the sun with freestanding pieces surrounding.

BPS was able to put together a design that fit their needs and budget.

City of Hollywood  
 David Park  
 David Vasquez  
 954-921-3469  
 dvasquez@hollywoodfl.org



## Project and Design Approach

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The City of Dunwoody is seeking a partner to design a new playground at Waterford Park.

### Challenges and Solutions

BPS can help the City of Dunwoody navigate and overcome any challenges because of our vast experience in similar situations. BPS wants to take the time on the front end to understand all aspects of a project, from the most minute to the largest and most complicated. Our team is prepared to go above and beyond to provide the partnership we all will be proud of for years to come.

**On Site Meetings/Design Phase** - BPS understands the need for on-site meetings and will make this project a priority in terms of scheduling those. Each school is going to be able to work with our team to design their playground to fit its specific needs and space, so these on-site meetings are critical to fully understanding the extent of the scope of work at each location.

**Duration of Installation** - Equipment today is much more complex from an installation standpoint than in years past. Playground standards have evolved and become more rigorous with time. These two factors combined just means that BPS' installers will take great care and attention to detail to ensure the playgrounds and surfacing are installed correctly. BPS will manage each site's installation to ensure progress, minimize delays, and provide feedback as the installation takes place.

**Meeting Playground Standards** - We will discuss with the City the various standards that must be met when providing and installing a playground for public use.

The challenges and potential solutions outlined above are for reference and consideration only. BPS is not suggesting that these should be concerns, but just to bring light to issues that may need review when selecting a partner. The City deserves a partner that looks at the entire project.



# Project Management

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## Overview

BPS believes that Project Management consists of four major factors: identifying and managing customer expectations, clear communication, and coordination with all parties, scheduling accurate and attainable milestones, and accountability.

## Expectations

BPS believes in actively listening to the customer to understand the project entirely. These in-depth conversations allow for a design that truly embodies the customers' desires, budgets, and dreams! Honest up-front communication is invaluable to reducing stress, containing costs, avoiding disappointments, and ensuring the final proposal is precisely what the customer envisioned.

The list below, while not all encompassing, highlights some ways expectations are addressed and managed.

- Scope of Work - A detailed scope of work helps each party understand their responsibilities and expected project outcome.
- Completion Time Frame - BPS provides a detailed project schedule based upon projected start and end dates. Documenting milestones, deliveries, and critical path identifiers keeps all parties informed and focused on the ultimate end goal of a new playground area opening on time and without incident.
- Playground Design - Our customers deserve a design that is unique, engaging, cost-effective, and compliant. BPS provides a site layout, 3D design, color options, and additional information as required to illustrate the result of the project clearly.

## Communication

Communication of all types is of the utmost importance to the success of any project. While each project is unique and will have its own requirements, the list below embodies some of the many ways BPS uses to communicate each phase of project development.

### On Site Meetings

Both pre-bid meetings and site review meetings are geared toward gathering knowledge crucial to the successful design and installation of the area. A site

# Project Management

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## Communication cont'd

review can provide information not readily identified on paper (i.e., surrounding neighborhood aesthetics, access/egress requirements, potential utility lines, and overhead obstructions).

Construction meetings, when required by the project or warranted due to size and scope, help to facilitate coordination with other trades, ensuring scheduling milestones are on track and identify any potential issues to be immediately addressed.

BPS requires a final walk through of each job regardless of size and scope. The walk through allows us to interact with the customer and address the work that has been performed. During the walk through, the customer will be provided with any additional items per the contract (i.e., owner's kit, touch up paint, etc.) and will be required to sign off on the area as accepted.

## Scheduling

Effective scheduling is one of the essential tools used to ensure the completion of each project. The parameters of each job dictate the amount of detail required for effective scheduling. Larger projects that span several weeks will require an in-depth look at milestones, interdependencies, resource allocation, simultaneous task completions, and coordination of deliveries to ensure the installation proceeds in the most efficient manner.

## Accountability

While different individuals may be responsible for various aspects of project completion, at all stages our customers can expect their sales and management staff to be available and accountable for each milestone. The information below represents some of the more relevant areas and how they impact overall job satisfaction.

BPS understands that clearly identifying each site's unique characteristics and looking at the broader picture with regards to the site demographics, challenges, aesthetics, etc. helps to recognize and plan for solutions to any potential challenges. Utilities, access points, soil/digging conditions, etc. are easier to manage when they are noted on the front end of any project.



# Project Management

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## Accountability cont'd

While there is no way to know every nuance of each project, utilizing this in-depth form helps to keep job data consistent and thorough and minimize job site disruption.

- Equipment Ordering and Production - BPS confirms equipment layout, color selection, and scope of work by requiring a final signature/approval on the playground design before placing the order. During production, our playground manufacturer, Play & Park Structures, has a 42-step quality assurance program. This constant quality monitoring and review minimizes downtime in the field due to incorrect or missing parts.
- Installation - By combining the reports and written communication discussed earlier in this section, BPS monitors its installers daily to ensure each job is progressing and on-time. This proactive approach helps us keep constant communication with our customer on job status, completion time, and many other factors. Our installers are required to get a final sign off sheet while still on site and prior to final payment. This again, ensures that any issues identified were dealt with quickly and thoroughly so that the customer can be confident the area is safe, compliant, and ready to be enjoyed before we leave any project.

A successful Project Management Plan helps to successfully manage all four most critical aspects of each project!

# Project Management

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## Time

- Inter-dependency Recognition and Management of Tasks
- Allocation of 10% Over Expected Time Frame for Weather
- Local Sales and Installer for Quick Response



## Cost

- Sales, Installation, and Management Review of Solution
- Turn Key Pricing with SOW Acknowledgment



## Quality

- Play & Park's 42 Step Quality Assurance Process
- Punch List for Installation
- All Sites Are Inspected Prior to Commencement of Work



## Safety

- OSHA Certified Team Members
- Job Specific Safety Plan Developed
- 0 Reported Safety Violations or Incidents within the State of FL



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Bliss Products and Services, Inc.  
6831 South Sweetwater Road  
Lithia Springs, GA 30122

**SURETY:**

*(Name, legal status and principal place of business)*  
Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*  
City of Dunwoody  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30346

**BOND AMOUNT:** Five Percent (5%) of Amount of Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Purchase and Installation of Playground Equipment at Waterford Park

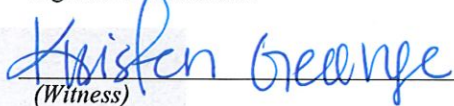
Project Number, if any:  
RFP 24-03

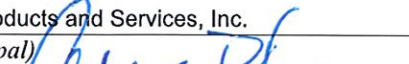
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of April, 2024

  
*(Witness)*

Bliss Products and Services, Inc.  
*(Principal)*  *(Seal)*

*(Title)* Gregg Bliss, President  
Merchants National Bonding, Inc.

  
*(Witness)* Raymond E. Cobb, Jr.

*(Surety)*   
*(Title)* C. Wayne McCartha, Attorney-in-Fact



# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

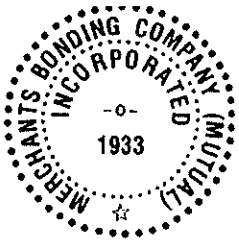
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

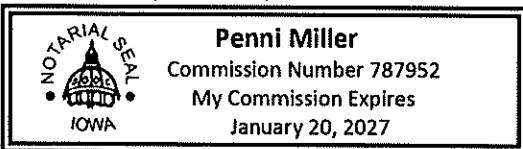


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 3rd day of February 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Penni Miller*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of April, 2024.



*William Warner Jr.*  
Secretary



## Contact Information

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### Banking, Bonding, and Insurance

- BPS has bonding capabilities of over 2M dollars
- BPS carries insurance over 5M dollars (COI attached for reference)
- Specific banking, bonding, and credit references are available upon request
- FEIN: 59-2413631
- DUNS: 003456408
- E-Verify: 329247

### General Information

#### Mailing Address:

6831 S Sweetwater Road  
Lithia Springs, GA 30122

#### Email Addresses:

Gregg Bliss, President: [gregg@blissproducts.com](mailto:gregg@blissproducts.com)  
Adam Schmansky, Sales Representative: [adam@blissproducts.com](mailto:adam@blissproducts.com)  
Kristen George, Bid/Sales Manager: [kristen@blissproducts.com](mailto:kristen@blissproducts.com)  
Allison McCleskey, Project Coordinator: [cindy@blissproducts.com](mailto:cindy@blissproducts.com)

#### Phone Numbers:

Gregg: 800-248-2547  
Adam: 248-882-0567  
Kristen: 800-248-2547  
Allison: 800-248-2547

# Bliss Products and Services, Inc.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120  www.hdins.com                      AYP070759		CONTACT NAME: Meg Stover PHONE (A/C No. Ext): 770-382-8954      FAX (A/C No.): 770-385-1081 E-MAIL ADDRESS: MStover@hdins.com	
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd, Lithia Springs GA 30122		INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Cincinnati Specialty Underwriters      13037 INSURER B: Twin City Fire Insurance Co.      29459 INSURER C: Sentinel Insurance Co, Ltd      11000 INSURER D: Certain Underwriters at Lloyd's, London INSURER E: INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 7B295987      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	INSUR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract & XCU <input checked="" type="checkbox"/> \$5000 Deductible per claim GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CSU0024040	1/17/2024	1/17/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$10,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS + COMMOD AGG \$3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UECKN3349	7/29/2023	7/29/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0			CSU0024030	1/17/2024	1/17/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Occur/Aggregate \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	20WECAT3242	7/29/2023	7/29/2024	E.A. EACH ACCIDENT \$1,000,000 E.A. DISEASE - EA EMPLOYEE \$1,000,000 E.A. DISEASE + POLICY LIMIT \$1,000,000
C	IM-Installation			20SBAZT2793	4/19/2023	4/19/2024	\$100,000
D	Professional Liability			HPL22-0066	4/28/2023	4/28/2024	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability			CSU0202058	1/17/2024	1/17/2025	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)

-See Attached Remarks Schedule-

<b>CERTIFICATE HOLDER</b>  Bliss Products & Services, Inc. 6831 S. Sweetwater Rd, Lithia Springs GA 30122	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  H. L. Daniel <i>H L Daniel</i>
---	--



Waterford Park  
4565 Dellrose Dr  
Dunwoody, GA 30338

This play equipment is recommended for children ages:  
2-5 or 5-12

Scale: 3/16" = 1'-0"  
This drawing can be scaled only when in an 11" x 17" format

Drawn By:  
Chris Yates  
Date:  
4/10/24  
Quote Number:  
645-167412

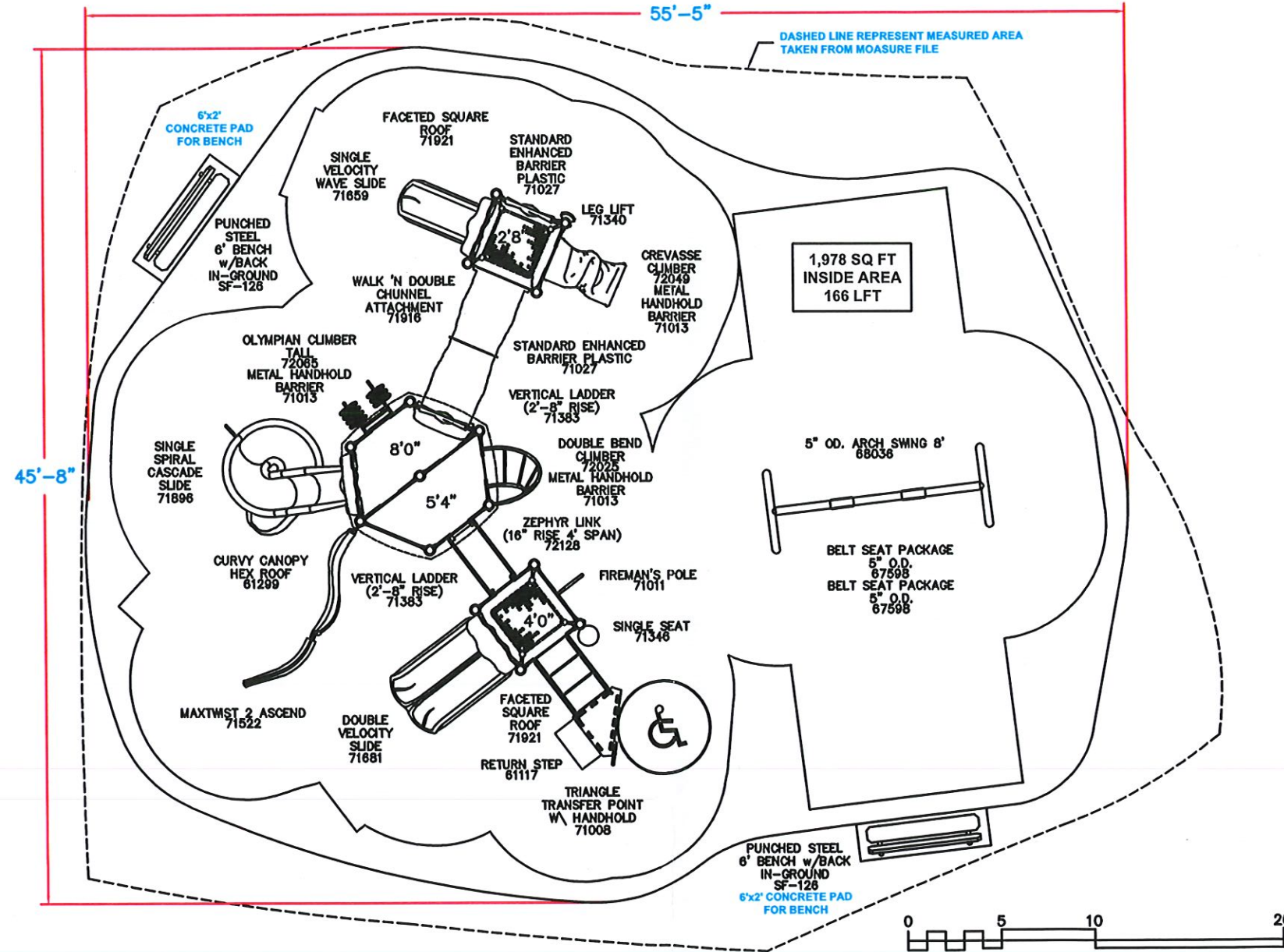


544 Chestnut Street  
Chattanooga, TN 37402  
800-727-1907 / www.playandpark.com



Total Play Components	14		
Elevated Play Components	10		
Elevated Play Components Accessible by Ramp	0	Req.	0
Elevated Components Accessible by Transfer	5	Req.	5
Accessible Ground Level Components Shown	4	Req.	3
Different Types of Ground Level Components	3	Req.	3

User Capacity	50-60
Critical Fall Height	8'-0"



It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment. Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction. **IMPORTANT:** Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.





ON THE ROCKS

**WATERFORD PARK**  
**DUNWOODY, GEORGIA**

645-167412

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

**play&park**  
**structures**  
A PLAYCORE Company

544 CHESTNUT ST.  
 CHATTANOOGA, TN 37402  
**800.727.1907**  
**PLAYANDPARK.COM**  
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 Packet page:...



### EQUIPMENT LIST

We propose to provide & install the following items for:

## Waterford Park Playground

Bliss Products and Services, Inc.

Company Name

4/22/24

Date

Age 5-12 Years			Age 2-5 Years		
Slides					
Quantity	Item Name	height	Quantity	Item Name	height
1	Single Velocity Wave Slide	2'8"	→	can be for 2-5 as well	
1	Single Spiral Cascade Slide	8'			
1	Double Velocity Slide	4'			
Vertical Climbers			Climbers		
Quantity	Item Name	height	Quantity	Item Name	height
1	MAX Twist 2 Ascend	5'4"			
1	Vertical Ladder	2'8"			
1	Olympian Climber	8'			
1	Crevasse Climber	2'8"		→ can be for 2-5 as well	
Angled/Horizontal/arched Climbers			Angled/Horizontal/arched Climbers		
Quantity	Item Name	height	Quantity	Item Name	height
1	Double Bend Climber	5'4"			

ADA Transfer Stations/Ramps		Quantity	ADA Transfer Stations/Ramps	Quantity	ADA Transfer Stations/Ramps
Quantity	Item Name		Item Name		Item Name
1	Triangle Transfer point				
Bridges/Tunnels/Connections					
Quantity	Item Name	length			
1	Walk 'N Double Channel	8'			
1	Zephyr Link	4'			
Overhead Activities					
Quantity	Item Name	length			
Activity Panels					
Quantity	Item Name				
Other Items attached to modular structure					
Quantity	Item Name		Other Items attached to modular structure	Quantity	Item Name
1	Fireman's Pole				

Rockets/Riders/Spinners						
Quantity	Item Name	height	Quantity	Item Name	height	
Other Freestanding Activity Items						
Quantity	Item Name		Quantity	Item Name		
1	DOUBLE Bay RINGS					
Decks						
Quantity	Item Name	size				
1	4' Square Deck					
1	2'8" Square Deck					
1	8' Half Hex Deck					
1	5'4" Half Hex Deck					
Roofs						
Quantity	Item Name	size (sq.ft.)				
2	Faceted Square Roof					
1	Curvy Canopy					





# Install Timeline



Below is a general outline of what we expect the timeline to be for completion of a project this size. We have been very successful in managing the manufacturing and installations of small and large play/recreation projects in the past and will ensure this one will follow suit, with timeline completion and accurate installation. By continuously having open communication, the entire process will be seamless. Timelines are based on estimated completion times, weather permitting.

Our playground manufacturer is currently working on an 8-10 week lead time.

Week Count	1	2	3	4	5	6	7	8	9	10	11	12
Receive NTP												
Playground Manufacturing												
Playground Shipping												
Installation of New Playground												

## Partnership with Play & Park



Since 1976, Play & Park Structures' (PPS) mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.



PPS has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether the project calls for a traditional playground or a creatively themed play space, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

PPS is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, PPS provides protection and assurance for your playground investment.

With PPS being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square foot facility, PPS is well equipped to handle orders of large or small quantities.

BPS and PPS began their partnership over 14 years ago. We have since formed a great working relationship with PPS, creating open lines of communication between the two companies' internal teams. This direct communication allows us to ensure that the order goes from BPS to PPS without issues.



## Play & Park's Standards/Safety

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### ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, AL, also referred to as the "Green Certification". ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park controls the impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.

### ISO 9001

An industry certification process issued by International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection, and testing.

### ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed the Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.

### IPEMA

In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a third party certification service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, and 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10, and 11, or both. The use of corresponding logo in Play & Park structures catalog signifies that PPS has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard.

## Play & Park's Standards/Safety

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### ASTM

ASTM International is an independent and world-renowned developer of technical standards utilized in testing a multitude of products, ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.

### CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



## Play & Park's Quality



### ADA Approved Holes

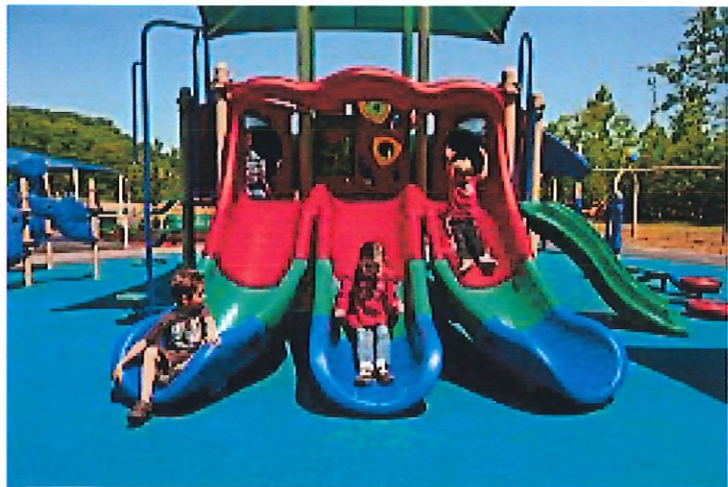
All Play & Park Structures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play together. Transfer platforms feature large holes for gripping assistance when accessing structures.



### Our Plastics

The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness.

There are multiple color choices available for natural and modern settings.



### Decks and Hardware

- Innovative curved bracing on each deck assures durable and sturdy decks.
- Plastisol and thermoplastic options are available for decks
- Tamper resistant hardware aids in the prevention of corrosion and helps reduce vandalism.



# Play & Park's Color Palettes



## Color Palettes Choose from one of our 24 most popular color palettes or create a custom palette of your own!

### Rainwater

- Blue Roto Plastic 1
- Gray Roto Plastic 2
- Azure Uprights
- Blue Metal Accents
- Gray Decks
- Blue HDPE
- Gray/Black 2-Color HDPE
- Deep Sea Shade



### Clear Sky

- Blue Roto Plastic 1
- Gray Roto Plastic 2
- Sky Blue Uprights
- Orange Metal Accents
- Gray Decks
- Gray HDPE
- Gray/Black 2-Color HDPE
- Cloud Shade

### Oceanside

- Sky Blue Roto Plastic 1
- Royal Purple Roto Plastic 2
- Sea Mist Uprights
- Sea Mist Metal Accents
- Brown Decks
- Sky Blue HDPE
- Sky Blue/White 2-Color HDPE
- Sky Shade



### Secret Cove

- Sky Blue Roto Plastic 1
- Blue Roto Plastic 2
- Champagne Uprights
- Chartreuse Metal Accents
- Gray Decks
- Blue HDPE
- Blue/White 2-Color HDPE
- Deep Sea Shade

### Waterfall

- Sky Blue Roto Plastic 1
- Blue Roto Plastic 2
- Spring Green Uprights
- Spring Green Metal Accents
- Blue Decks
- Blue HDPE
- Sky Blue/White 2-Color HDPE
- Deep Sea Shade



### Peacock

- Periwinkle Roto Plastic 1
- Royal Purple Roto Plastic 2
- Periwinkle Uprights
- Spring Green Metal Accents
- Blue Decks
- Spring Green HDPE
- Spring Green/White 2-Color HDPE
- Tree Frog Green Shade



# Play & Park's Color Palettes



## Juneau

- Azure Roto Plastic 1
- Chartreuse Roto Plastic 2
- Brown Uprights
- Chartreuse Metal Accents
- Gray Decks
- Brown HDPE
- Azure/White 2-Color HDPE
- Azure Shade



## Coral Reef

- Chartreuse Roto Plastic 1
- Azure Roto Plastic 2
- Metallic Uprights
- Orange Metal Accents
- Gray Decks
- Orange HDPE
- Orange/White 2-Color HDPE
- Azure Shade

## Limestone

- Chartreuse Roto Plastic 1
- Gray Roto Plastic 2
- Bronze Uprights
- Azure Metal Accents
- Gray Decks
- Gray HDPE
- Azure/White 2-Color HDPE
- Cloud Shade



## Honeydew

- Orange Roto Plastic 1
- Chartreuse Roto Plastic 2
- Ocean Uprights
- Butterscotch Metal Accents
- Gray Decks
- Orange HDPE
- Orange/White 2-Color HDPE
- Azure Shade

## Recharge

- Azure Roto Plastic 1
- Chartreuse Roto Plastic 2
- Blue Uprights
- Chartreuse Metal Accents
- Gray Decks
- Blue HDPE
- Blue/White 2-Color HDPE
- Deep Sea Shade



## Captivate

- Gray Roto Plastic 1
- Orange Roto Plastic 2
- Bronze Uprights
- Bronze Metal Accents
- Gray Decks
- Orange HDPE
- Gray/Black 2-Color HDPE
- Graphite Shade

# Play & Park's Color Palettes



**Color Palettes** Choose from one of our 24 most popular color palettes or create a custom palette of your own!

## On The Rocks

-  Gray Roto Plastic 1
-  Brown Roto Plastic 2
-  Ocean Uprights
-  Ice Mint Metal Accents
-  Brown Decks
-  Brown HDPE
-  Brown/White 2-Color HDPE
-  Cloud Shade



## Safari

-  Chartreuse Roto Plastic 1
-  Green Roto Plastic 2
-  Bronze Uprights
-  Chartreuse Metal Accents
-  Gray Decks
-  Brown HDPE
-  Brown/White 2-Color HDPE
-  Evergreen Shade

## Courtyard

-  Burgundy Roto Plastic 1
-  Green Roto Plastic 2
-  Sage Uprights
-  Bronze Metal Accents
-  Brown Decks
-  Green HDPE
-  Brown/White 2-Color HDPE
-  Evergreen Shade



## Succulent Garden

-  Green Roto Plastic 1
-  Gray Roto Plastic 2
-  Vanilla Uprights
-  Champagne Metal Accents
-  Gray Decks
-  Green HDPE
-  Green/White 2-Color HDPE
-  Evergreen Shade

## Thicket

-  Beige Roto Plastic 1
-  Green Roto Plastic 2
-  Green Uprights
-  Beige Metal Accents
-  Brown Decks
-  Green HDPE
-  Green/White 2-Color HDPE
-  Evergreen Shade



## Fresco

-  Periwinkle Roto Plastic 1
-  Spring Green Roto Plastic 2
-  Ice Mint Uprights
-  Spring Green Metal Accents
-  Brown Decks
-  Green HDPE
-  Green/White 2-Color HDPE
-  Evergreen Shade



# Play & Park's Color Palettes



## Spring

-  Yellow  
Roto Plastic 1
-  Spring green  
Roto Plastic 2
-  Metallic  
Uprights
-  Orange  
Metal Accents
-  Blue  
Decks
-  Spring Green  
HDPE
-  Spring Green/White  
2-Color HDPE
-  Sky  
Shade



## Unity

-  Yellow  
Roto Plastic 1
-  Blue  
Roto Plastic 2
-  Red  
Uprights
-  Yellow  
Metal Accents
-  Blue  
Decks
-  Yellow  
HDPE
-  Blue/White  
2-Color HDPE
-  Deep Sea  
Shade

## Caterpillar

-  Red  
Roto Plastic 1
-  Yellow  
Roto Plastic 2
-  Sky Blue  
Uprights
-  Spring Green  
Metal Accents
-  Blue  
Decks
-  Red  
HDPE
-  Spring Green/White  
2-Color HDPE
-  Sky  
Shade



## Castle Rock

-  Blue  
Roto Plastic 1
-  Red  
Roto Plastic 2
-  Beige  
Uprights
-  Azure  
Metal Accents
-  Gray  
Decks
-  Red  
HDPE
-  Azure/White  
2-Color HDPE
-  Deep Sea  
Shade

## Gingersnap

-  Orange  
Roto Plastic 1
-  Sky Blue  
Roto Plastic 2
-  Champagne  
Uprights
-  Orange  
Metal Accents
-  Gray  
Decks
-  Blue  
HDPE
-  Sky Blue/White  
2-Color HDPE
-  Cloud  
Shade



## Nation's Best

-  Red  
Roto Plastic 1
-  Blue  
Roto Plastic 2
-  White  
Uprights
-  Blue  
Metal Accents
-  Blue  
Decks
-  Red  
HDPE
-  Red/White  
2-Color HDPE
-  Deep Sea  
Shade

# Play & Park's Warranty



**play&park  
structures**

A PLAYCORE Company

544 Chestnut Street  
Chattanooga, TN 37402  
Phone: 888-404-5737  
Email: customerservice@playandpark.com

## Play & Park Structures Warranties

Play & Park Structures provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, Play & Park Structures offers:

### Limited Lifetime Warranty\* on:

- Supermax, Duramax, totMax, Boulderscapes, Skyline, and Horizons uprights
- Hardware

### 20 Year Limited Warranty on:

- Recycled Plastic Lumber

### 15 Year Limited Warranty on:

- Rotationally molded products
- Metal decks, pipes, rings, rails and loops

### 10 Year Limited Warranty on:

- Redwood and pressure treated wood
- Integrated shade products
- Site furnishings
- Fiberglass signs

### 5 Year Warranty on:

- Swing Seats
- Nylon-covered cable net climbers and components
- HDPE Panels

### 3 Year Warranty on:

- "C" Springs for spring bouncers

### 1 Year Warranty on:

- All other Play & Park Structures products including moving parts
- Nylon rope products
- HDPE components
- Powder coated parts

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with Play & Park Structures instructions and use approved parts

At Play & Park Structures, we stand behind our product and are committed to the highest level of customer satisfaction.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose; that the Product and all parts will be free from defects in material and manufacturing workmanship.



# Partnership with Duraplay



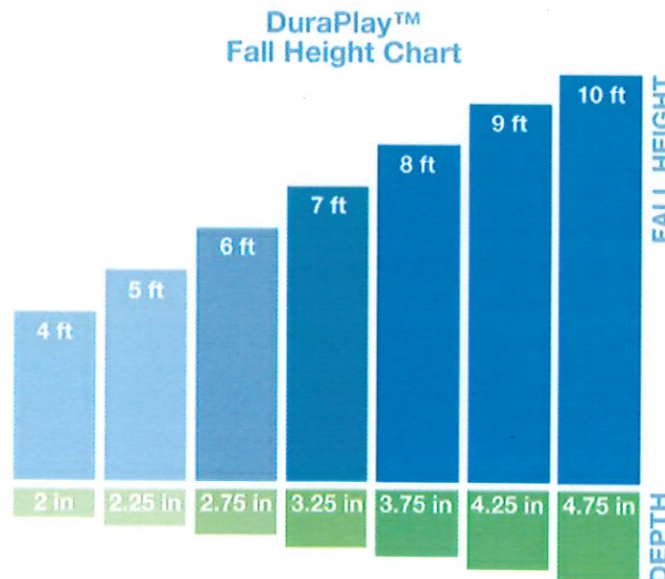
## About Duraplay

DuraPlay, Inc. is a turnkey safety surfacing corporation. We offer coast to coast installation, competitive pricing and over 30 years of industry experience. Our principals have been involved in the field since 1985 when poured in place surfacing was introduced into the U.S market. Since then, we have expanded our product line to include other high quality surfacing systems to meet the needs of our customers. We have thousands of successful installations across the nation, approaching 3 million square feet to date! Our goal is to establish and maintain long-term working relationships that are mutually beneficial. We never sub-contract our projects, assuring that our clients receive consistently exceptional work. We offer excellent customer service and stand behind our work 100%. We are honest, reliable and efficient.



## Poured in Place Product Info

DuraPlay Surfacing System™ is a poured-in-place, seamless rubber surface for playgrounds. Installed at different thicknesses for varying deck heights, this high-quality safety surface achieves consistent fall protection and performance exceeding CPSC guidelines for ASTM 1292. The DuraPlay Surfacing System™ is virtually maintenance free and is available in a multitude of colors that can be combined and used to create any design imaginable!



**PROPOSAL SCHEDULE**

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with City of Dunwoody according to bidding Documents entitled **Provision and installation of new playground equipment, drainage pipes, gravel, geotextile fabric and surface material at Waterford Park**, as well as the existing conditions of the project, and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, for the sum as follows:

- State number of days from Notice to Proceed until equipment is delivered: 100-90 days
- State number of days from Equipment Delivery until Project Completion (excluding "inclement weather" days): 14-30 days
- State proposed dates for beginning and completion of on-site work: 8-12 weeks ARO to begin  
2-4 weeks after start

**Total Project Cost:**

one hundred forty nine thousand five hundred and eighty five cents Dollars  
(\$ 149,500.85) which sum is hereinafter called "Base Bid".

The Undersigned agrees to commence work within 10 days of the date of Notice issued by City of Dunwoody Purchasing Office and to complete all Work within the proposed or negotiated schedule.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

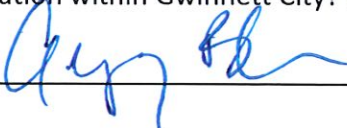
Addendum No.	Date	Addendum No.	Date
<u>1</u>	<u>4/15/24</u>	_____	_____

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the board of commissioners within 120 days of the date of opening, to furnish any or all of the items upon which prices are quoted within the time specified in the bid schedule.

Legal Business Name Bliss Products and Services, Inc. Federal Tax ID 59-2413031

Address 6831 S. Sweetwater Rd. Lithia Springs, GA 30122

Does your company currently have a location within Gwinnett City? Yes  No

Representative Signature 

Print Authorized Representative's Name Gregg Bliss

Telephone Number 800-248-2547 Fax Number 800-920-1915

E-Mail Address info@blissproducts.com

Failure to return this page as part of your proposal may result in rejection.



CITY of DUNWOODY, GEORGIA  
LIST OF SUBCONTRACTORS

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

NAME AND ADDRESS	TYPE OF WORK
Duraplay 150 Brownson Ln, Driftwood, TX 78070	poured in place surfacing
TBD upon award	playground installer

Company Name Bliss Products and Services, Inc.

Failure to return this page as part of your proposal may result in rejection.

REFERENCES.

City of Dunwoody requests three (3) references for completed similar size and scope projects.

1. NAME OF PROJECT Wyomia Tyler Park

BRIEF DESCRIPTION OF PROJECT: playground for ages 5-12 with various site amenities PROJECT COMPLETION DATE: OCT 2021

PERSON RESPONSIBLE FOR INSTALLATION Gregg CopponeX

INSTALLER'S COMPANY CopponeX Group

PERSON GIVING REFERENCE TJ Imberger TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION Spalding County

PHONE NUMBER 770-584-3448 FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: tjimberger@gmail.com

2. NAME OF PROJECT Playground Rehab

BRIEF DESCRIPTION OF PROJECT: installed new playgrounds with mulch at four parks PROJECT COMPLETION DATE: May 2019

PERSON RESPONSIBLE FOR INSTALLATION Greg CopponeX

INSTALLER'S COMPANY CopponeX Group

PERSON GIVING REFERENCE Carlton "Rip" Robertson TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION City of Tucker

PHONE NUMBER 678-597-9040 FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: ~~rr~~ rrobertson@tuckerga.gov

3. NAME OF PROJECT Taylor Park

BRIEF DESCRIPTION OF PROJECT: installed new whimsical tree as playable art PROJECT COMPLETION DATE: March 2024

PERSON RESPONSIBLE FOR INSTALLATION Greg CopponeX

INSTALLER'S COMPANY CopponeX Group

PERSON GIVING REFERENCE John Keating TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION City of Duluth

PHONE NUMBER 770-814-0981 FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: parksandrecreation@duluthga.net

Company: Bliss Products and Services, Inc.  
Signature: [Signature]  
(Each page with vendor added information must be signed by authorized representative.)

Failure to return this page as part of your proposal may result in rejection.

INSTALLER REFERENCES

NAME OF INSTALLATION COMPANY Duraplay (surfacing)

NAME OF INSTALLER: Jason Marco

NUMBER OF YEARS EXPERIENCE: 10+ years

INSTALLER'S CERTIFICATIONS: \_\_\_\_\_

1. NAME OF PROJECT surfacing revision

DESCRIPTION OF PROJECT: provided and installed poured in place

CONTRACT AMOUNT: \$49,999.40 PROJECT COMPLETION DATE: April 2024

PERSON GIVING REFERENCE Tom Griffith TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION Gilmer County Schools

PHONE NUMBER 770-324-2368 FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: thomas.griffith@gilmer.schools.com

2. NAME OF PROJECT preschool at PRUMC

DESCRIPTION OF PROJECT: playground with poured in place surfacing

CONTRACT AMOUNT: \$177,536.17 PROJECT COMPLETION DATE: April 2024

PERSON GIVING REFERENCE Eliot Wsher TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION Griffin Construction

PHONE NUMBER 770-451-7418 FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: ewsher@griffingroup.com

3. NAME OF PROJECT Martinez Park

DESCRIPTION OF PROJECT: playground with poured in place

CONTRACT AMOUNT: \$1,149,978.35 PROJECT COMPLETION DATE: Feb. 2024

PERSON GIVING REFERENCE Dennis Hodges TITLE \_\_\_\_\_

NAME OF BUSINESS/ORGANIZATION Columbia County Recreation

PHONE NUMBER 706-863-7523 FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS: dhodges@columbiacountyga.gov

Company: Bliss Products and Services, Inc.

Signature: 

(Each page with vendor added information must be signed by authorized representative.)



**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 4/22/24

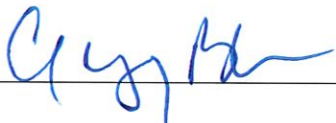
Print/Type Name Gregg Bliss

Print/Type Company Name Here Bliss Products and Services, Inc.

**CORPORATE CERTIFICATE**

I, Gregg Bliss, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Gregg Bliss who signed said bid in behalf of the Contractor, was then (title) 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 Florida.

This 22nd day of April, 20 24

 (Seal)  
(Signature)