

**CITY OF PEACHTREE CITY**  
**SKATE PARK PROJECT**  
**ADDENDUM #2**

- 1. QUESTION:** What is the timeline for this project? **CITY'S RESPONSE:** Proposals are due 14 September. Ideally, the City expects to have a recommendation ready at the 5 October Council meeting. This recommendation should be posted (as part of the Council agenda) after 5 pm Friday the 29<sup>th</sup> of September.
- 2. QUESTION:** What access does the City allow for concrete trucks, etc.? **CITY'S RESPONSE:** The multi-use path cannot be used. At the mandatory pre-proposal meeting, staff indicated the berm from the street that contractors can use.
- 3. QUESTION:** Will the contractor be required to lay gravel on the temporary construction road to site? **CITY'S RESPONSE:** Staff has received permission for the contractor to use the golf cart path to access the site. A construction entrance from the cart path to the site will require matting under any rock so it can be removed completely at completion of project by contractor.
- 4. QUESTION:** Is a construction fence required? **CITY'S RESPONSE:** Yes, orange safety/tree save fence.
- 5. QUESTION:** Can we work nights and weekends? **RESPONSE:** No, as detailed in the RFP.
- 6. QUESTION:** As this is concrete laid outside, is a vapor barrier really required? **RESPONSE:** No, disregard this requirement
- 7. QUESTION:** Are permits required? **RESPONSE:** Yes, as detailed in the RFP.
- 8. QUESTION:** Weather considerations? **CITY'S RESPONSE:** This too is covered in the RFP. See pages 16-17 for specifics.
- 9. QUESTION:** Will the City provide any equipment? **CITY'S RESPONSE:** The City will not provide any equipment for inclusion in the skate park.
- 10. CLARIFICATION:** The City wishes to have the 4' to 6' fall be a waterfall slope.
- 11. CLARIFICATION:** The City will trim any tree that might interfere with a concrete truck traveling from the road to the work site.
- 12. QUESTION:** Where is the nearest water source? **CITY'S RESPONSE:** The nearest water source is at the pool. Contractor would be responsible for hoses.
- 13. QUESTION:** Drainage? **CITY'S RESPONSE:** Any necessary stormwater drainage pipes can be run and drained into the Greenbelt area east of the proposed skate park location. Stormwater piping as well as stormwater detention/water quality requirements shall be in accordance with the GSMM and City ordinances.
- 14. QUESTION:** Should the Contractor plan to raise up the site? Is there an elevation the City is trying to maintain for the site? **CITY'S RESPONSE:** No specific elevation has been determined by the City. However, positive drainage shall be maintained through and around the proposed skate park.
- 15. CLARIFICATION:** The City has listed various amenities. The overall goal of this project is to have a facility that is used by all levels of skaters.

- 16. CLARIFICATION:** The City encourages Proposers to keep their eye on the future meaning if at the current budget we cannot get all the amenities we want, theoretically, we may be able to add some amenities in the future.
- 17. CLARIFICATION:** The City has attached a revised (amended) Price Proposal Form. Corrections have been made. Proposers are NOT limited to just one proposal. Include any exceptions that would be the responsibility of the City.
- 18. CLARIFICATION:** If the contractor adds over 5,000 square foot of new impervious area, they are required to be in compliance with our storm water management ordinance which includes detention, water quality, etc. The Stormwater ordinance can be found on the City's website at [www.peachtree-city.org](http://www.peachtree-city.org). Choose code of Ordinances from the six green blocks. Choose Chapter 82 – Utilities and Services. Choose Article III. Section 82 100-110.
- 19. CLARIFICATION:** Opportunities for cost avoidances may be included by proposers. The City is under no obligation to consider these as part of award.

9/05/2017

**CITY OF PEACHTREE CITY  
PRICE PROPOSAL FORM - AMENDED  
SKATEPARK DESIGN AND CONSTRUCTION**

Owner: City of Peachtree City  
151 Willowbend Road  
Peachtree City, GA 30269

Bidder's Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Ladies and Gentlemen:

1. Pursuant to and in compliance with the Request for Proposals and the proposed Contract Documents relating to the project known as:

**SKATEPARK DESIGN AND CONSTRUCTION**

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site and all particulars, **hereby proposes and agrees to fully perform the work** in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for the Lump Sum prices of:

**SKATEPARK DESIGN**

- A. Architectural design, drawings and renderings \_\_\_\_\_
- B. Site Preparation \_\_\_\_\_
  - Clearing/grading/disposal unsuitable material, debris & trees/testing
  - All contract work not paid by lump sum and unit prices below.
- C. Park construction with itemized amenities delivered and installed
  - 1. Mini half pipe \$ \_\_\_\_\_
  - 2. Bowl 4' or 6' with 1' extension & pool coping \$ \_\_\_\_\_
  - 3. Hip transfer \$ \_\_\_\_\_
  - 4. Speed Wave Bumps \$ \_\_\_\_\_
  - 5. 6' Quarter Piper \$ \_\_\_\_\_
  - 6. Quarter Pipe/Bank Fusion to Curb \$ \_\_\_\_\_
  - 7. Hubba \$ \_\_\_\_\_
  - 8. Hand Rail \$ \_\_\_\_\_
  - 9. Euro Gap \$ \_\_\_\_\_
  - 10. Ledge \$ \_\_\_\_\_
  - 11. Manual Pad \$ \_\_\_\_\_
  - 12. Flat Bar \$ \_\_\_\_\_
  - 13. Bank \$ \_\_\_\_\_

Total Cost of Sections A-C: \$ \_\_\_\_\_

Number of days for completion once Notice to Proceed is issued: \_\_\_\_\_

D. Cost Avoidances

Here is an opportunity for the Proposer to list certain activities that the City can perform to help reduce the overall cost of the project.

ACTIVITY	COST AVOIDANCE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. The undersigned has checked all of the above figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this price proposal.

3. In submitting this price proposal, it is understood that the right is reserved by the Owner to reject any or all proposals and waive all informalities in connection herewith.

4. The undersigned declares that the person or persons signing the price proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the RFP's conditions and provisions thereof.

5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this price proposal or the Contract that may be entered into as a result of this price proposal and that in all respects the price proposal is legal and firm, submitted in good faith without collusion or fraud.

6. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this price proposal, in awarding the contract to him and/or in the prosecution of the work required.

7. If written notice of the acceptance of this price proposal is mailed or delivered to the undersigned within ninety (90) days after the date set for the opening of this price proposal, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this contract.

8. The names of all persons interested in the foregoing price proposal as principals are listed below:

(IMPORTANT NOTICE: If vendor is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If vendor is an individual, give first and last names in full.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_



**CITY OF PEACHTREE CITY**  
**SKATE PARK PROJECT**  
**ADDENDUM #1**

1. **QUESTION:** Is there a budget set for the Skatepark? **CITY'S RESPONSE:** The City has budgeted approximately \$100,000 for this project.
2. **QUESTION:** Have either a Geo and or Topo been completed on the given site? If no, should this be included in our design fee. **CITY'S RESPONSE:** The City has included in this RFP all the information we have for this project. Neither of these have been done. Yes, you should include this in your design fee.
3. **QUESTION:** Since there are varying sizes in regards to the location of the site, does the City have a min size in mind? **CITY'S RESPONSE:** See question 7.
4. **QUESTION:** Regarding lump sum price, specifically the park construction detailed list. As a custom, site specific Skatepark team we do not typically price out element by element. As removing one element from a design would change the overall flow of the design, thus causing a need to tweak the design. Also, since we pour all elements on site - we do not have a construction line item for a concrete slab. Is the delineation of elements a requirement? Is it possible to provide the lump sum price for construction without pricing out each element? **CITY'S RESPONSE:** No, it is not a requirement. You can submit more than one proposal. Although significant research went into the preparation of this request for proposal, the City has never issued an RFP for a skate park before. During the mandatory pre-proposal meeting we are hoping experts like yourself can offer constructive suggestions to improve the outcome for the City.
5. **QUESTION:** The attachments C-G vary in different sizes. What actual size are you looking for? **RESPONSE:** The City is open to various sizes. We are looking for the most park we can get for our money. Positioned to have shade and sound protection from the trees is desirable. It may be positioned slightly back into the trees.
6. **QUESTION:** Attachment B- What is the scale? **RESPONSE:** There is no scale. The citizen committee offered Attachment A and B and an example of a desirable design and is not professionally drawn. It would have to be scaled per the features.
7. **QUESTION:** The RFP is for Design/Build but you have a design as Attachment B - I understand that might be to show how the requested elements may fit together but we need to understand what size of park you are looking for? It is very difficult to bid a project without either a budget or an estimated size or "Not to exceed" square footage. **RESPONSE:** The budget is \$100,000 plus.



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

August 1, 2017

Ladies and Gentlemen:

The City of Peachtree City will be accepting sealed proposals (one original and two copies) at the office of the Purchasing Department, 151 Willowbend Road, Peachtree City, Georgia 30269, **until 11:00 a.m. on, Thursday, September 14, 2017, for design and construction of a Skate Park at the Glenloch Park in Peachtree City. The City requires that companies submitting a proposal are design/build companies.** The proposals will be opened at that time and place and the **name** of each Proposer shall be announced. Proposals received after the set time will not be considered.

All proposals must strictly conform to the plans, specifications, and/or other documents. **These documents are available on the City's website at [www.peachtree-city.org](http://www.peachtree-city.org).** (Choose Bids from the lower left-hand corner.)

**A mandatory pre-proposal meeting** is scheduled for Tuesday, August 29, 2017, at 10:00 a.m. local time at the Glenloch Recreation Center, 601 Stevens Entry, Peachtree City. Potential proposers are encouraged to visit the site **prior** to the mandatory pre-proposal meeting. **No proposals shall be considered from companies that did not attend the mandatory pre-proposal meeting and site visit with City staff!**

Three copies of the proposals (one original and two copies) are to be submitted in a sealed envelope, with the name of the project (**Skate Park #17-125PRC**) clearly marked on the front. **The date and time of opening are also to be included, along with the name of the company submitting the proposal.** The proposal made by any company or firm must be signed in the name of such company or firm in a legal manner by a duly authorized officer; and the principal place of business must be shown (no post office boxes).

A bid bond in the amount of 5 percent of the total price proposal amount must accompany the proposal. The successful proposer shall furnish a 100 percent performance bond and 110% payment bond upon award. The proposal made by any company or firm must be signed in a legal manner in the name of such company or firm by a duly authorized officer, and the principal place of business must be shown (no post office boxes).

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

- |                  |     |
|------------------|-----|
| • Price proposal | 35% |
| • References     | 10% |
| • Amenities      | 30% |
| • Experience     | 25% |

No proposals may be withdrawn for a period of ninety (90) days after the scheduled time to receive the proposal. Any request for clarification must be submitted **in writing** (hand delivery, email [aegan@peachtree-city.org](mailto:aegan@peachtree-city.org), fax, or regular mail) to the Purchasing Agent by the close of business, five business days prior to the submission of proposals. Any clarification issued will be in the form of an addendum to the proposal instructions, plans, or specifications and will be issued to all known potential offerors and placed on the City's web site not later than seventy-two (72) hours prior to the time of submission of proposals. **Although the Purchasing Department will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to submittal. This may be accomplished via contact with the Purchasing Agent or by visiting the City's website prior to submittal.**

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

The City will exercise its discretion in awarding the contract to the company who best satisfies the needs of the City. The City also reserves the right to reject any and all proposals and to waive any and all irregularities. The City's policy and procedures for this process are available in the Purchasing Department for inspection.

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

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

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

Sincerely,

Angela Egan  
Purchasing Agent

Enclosures

ARE/BID #17-125PRC – SKATE PARK PROPOSAL



**CITY OF PEACHTREE CITY  
SCOPE OF WORK  
SKATE PARK DESIGN AND CONSTRUCTION**

**INTRODUCTION**

The City of Peachtree City is seeking proposals for the design and construction of a skatepark in the City of Peachtree City, including design, site preparation, labor, materials, and equipment, in accordance with the specifications that follow.

A mandatory pre-proposal meeting and site visit is scheduled for Tuesday, August 29, 2017, at 10:00 a.m. local time at the Glenloch Recreation Center, 601 Stevens Entry, Peachtree City. No proposals shall be considered from companies that did not attend the mandatory pre-proposal meeting and site visit with City staff.

**Proposers will be required to submit price proposals on all parts of this contract. One contract is expected to be awarded to the contractor with the highest overall combined score. The City does not expect to make multiple awards.**

CITY OF PEACHTREE CITY  
SKATE PARK DESIGN AND COSTRUCTION

SCOPE OF WORK

The contractor shall provide all design work, meeting all required standards, as well as the site preparation and construction of a concrete skateboard park on the site selected. The City wishes to see a basic design, with all amenities itemized so as to eliminate amenities as necessary. A sample design showing desirable features is included (Attachment A, B). Submitted designs are in no way limited to this sample. The construction of all features must occur on site, and pre-fab components are not acceptable. The City reserves the right to negotiate in-house work with the Contractor. The skatepark will fit in one of the noted areas in Attachments C,D,E,F,G and does not have to occupy the entire space indicated.

OTHER CONDITIONS

In addition, the contractor(s) who is (are) awarded the contract will be expected to comply with all requirements as listed throughout the attached approved plans and technical specifications. These include, but are not limited to the following:

- A. The City must have a 24-hr emergency contact for this project. This contact must answer any phone calls from staff during this period as action may be required. If a message is left it shall be returned the same business day. The City would suggest, but does not require, that the contractor treat this as an on call position.
- B. The contractor shall make every effort to protect existing property and is financially responsible for any damage that is done.
- C. The contractor shall be responsible for the proper removal and disposal of all debris as applicable.
- D. There shall be at least one person in a position of responsibility representing the Contractor on site at all times that is capable of translating from English to the language used by the workforce.
- E. Contractor will meet with the City Project Manager at least twice weekly to discuss the progress that has been made during that week.
- F. All operation must not begin prior to dawn and must be completed no later then dusk.
- G. Work on the weekend shall not be permitted without prior approval from the Project Manager.
- H. A representative of the awarded contractor must be within the City during regular work hours of 8:00 am to 5:00 pm. They must answer any phone calls from staff during this period as action may be required. If a message is left it shall be returned the same business day.
- I. The contractor is financially responsible for any and all damages to City and/or private property that may occur during the required work. The City will be responsible for repairs and all costs associated with said repairs shall be deducted from payment. The Contractor awarded this contract is required to familiarize their employees with the City's standards upon hire and at the beginning of the project.
- J. All tree removal, landscaping or trimming must comply with the City's standard and be approved in advance in writing.
- K. Contractor is responsible for developing the necessary erosion control plan, stormwater management plan, and site plans necessary to obtain a land disturbance permit from the City. The site plan shall include all the necessary details and specifications for a contractor to build the concrete work at the skate park including but not limited to expansion/control joints per ACI 302.1. City must review and approve plans.
- L. Contractor is responsible for all concrete and soil or gravel compaction testing necessary for the completion of the work per the attached specifications.
- M. Concrete slab shall be minimum of 6" thick of 4,000 psi concrete place on 16 mil plastic vapor barrier over 4" of compacted graded aggregate base.
- N. Final finish on concrete shall be smooth.

Insurance requirements are: The Contractor shall furnish the following insurance with the City named as additional insured that must remain in force for a period of at least two years after completion of the work. Copies of insurance policies will be provided if and when renewal options are executed.

Commercial General Liability, Contractual Liability, Products/Complete Operations Liability, Owners and Contractors Protective Liability, and Personal Injury Liability Insurance - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage – each occurrence.

Comprehensive Automobile Liability Insurance - \$1,000,000 Combined Single Limit Injury and Property Damage Liability – each occurrence.

Workers' Compensation Insurance - \$500,000 Bodily Injury by Accident – each accident; \$500,000 Bodily Injury by Disease – policy limit; and \$500,000 Bodily Injury by Disease – each employee.

The following shall be included as additional insured: City of Peachtree City and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.

### **BID BOND**

A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City of Peachtree City, Georgia or bid bond in the said amount, shall accompany each proposal as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the payee as liquidated damages should the bidder refuse or fail to enter into a contract with the payee for the execution of the work embraced in the proposal, in the event the proposal of the Proposer is accepted.

The above bond or check shall be a guarantee that the proposer will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the proposal of the successful proposer will be returned to him. The certified or other checks or bid bonds of the unsuccessful Proposers will be returned to them upon the acceptance of the proposal of the successful proposer. Provided that if the successful proposer shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) calendar days after receiving notice to do so, the certified or other check or bid bond and the proceeds thereof shall immediately become the property of the City of Peachtree City as liquidated damages.

### **PAYMENT AND PERFORMANCE BOND**

The successful bidder shall furnish a performance bond (100% of contract price), and payment bond (110% of the contract price) written by the Corporate Surety Company holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties or federal bonds, executed and issued by the Resident Agent licensed by and having office in the State of Georgia, representing such Corporate Surety, to be approved by the Purchasing Agent, conditioned for the due and faithful performance of the work, and providing, in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, team hire, sustenance provisions, provender, or other supplies used or consumed by such Contractor, or his or its subcontractor(s), in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of 8% per annum, and that they shall indemnify and save harmless the City of Peachtree City to the extent of any and all payments in connection with carrying out of said contract which the City may be required to make under the law.

The Contractor is required at all times to have a valid performance bond in force covering the work being performed. A failure to have such bonds in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, which becomes disqualified to do business in the State of Georgia, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bonds shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to 25% of the contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appears with one (1) year after completion of the contract, upon notification by the City, except in contracts which are concerned solely with demolition work, in which cases the 25% liability will not be applicable.

Payment and Performance Bond forms will not be provided in this bid package. Standard forms supplied by the Surety are an acceptable form.

**Federal Work Authorization Program (§ O.C.G.A. 13-10-91**

The City may not enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program. "Physical performance of services" is defined as the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public property within Georgia, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer within Georgia under a contract or other bidding process".

Although the Georgia law for private employers has a structured phase-in timeline in an attempt to ease private employers into compliance based upon their business size, only those companies registered with, authorized to use and currently using the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in § O.C.G.A. 13-10-91, shall be considered.

Before a bid for the physical performance of services is considered by the City, the bid must include a signed, notarized affidavit from the contractor attesting to the following:

- (1) The affiant has registered with, is authorized to use, and uses the federal work authorization program.
- (2) The user identification number and date of authorization for the affiant;
- (3) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (4) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information as required in numbers 1-3 above.

**Evaluation of Proposals**

The proposals will be evaluated on the following weighted criteria:

- Price proposal 35%
- References 10%
- Amenities 30%
- Experience 25%

**GENERAL CONDITIONS  
DESIGN AND CONSTRUCTION OF SKATEPARK**

1. The Contractor shall inspect the proposed work sites before submitting any proposal to become familiar with the work requirements and the proposed scope of the work.
2. The Contractor shall submit with his proposal a detailed summary of the proposed work, including required site preparations including stormwater requirements.
- 3. Proposers will be required to submit price proposals on all parts of this contract. Contract is expected to be awarded to the contractor with the highest overall evaluation score.**
4. The use of parking areas and property for the Contractor's personnel parking shall be limited to those locations designated by the Project Manager. The Contractor shall be responsible for enforcing on-site parking regulations.
5. All debris spilled from the Contractor's vehicles on existing pavements shall be removed by the Contractor whenever, in the opinion of the Project Manager, the accumulation is sufficient to cause the formation of mud, dust, interference with traffic, or create a traffic hazard.
6. The Contractor shall be responsible for the cleanup, removal, and disposal of any materials, vegetative wastes, gravel, dirt, or other materials related to the maintenance work.
7. No work shall be performed after sunset or before sunrise, and no work shall be performed on weekends or on recognized holidays. No work shall be performed at a time when it cannot be inspected and/or observed by appropriate supervisory personnel of Peachtree City.
8. As applicable, the Contractor shall be responsible for repair of any utilities damaged by his operations, at his own expense, to the satisfaction of the utility company whose property may be damaged.
- 9. All work shall be performed in conformance with City requirements.** All work will be completed with the contracted number of days, allowing for weather delays as noted.
10. Any and all damage, as a result of work performed under this contract, to existing structures, landscape, cart paths, signs, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, and any others not specifically mentioned here, shall be repaired by the Contractor at no cost to the City.
11. All of the Contractor's employees shall in all other ways wear appropriate attire while engaged in activities covered under this contract.
- 12. REQUIREMENTS FOR CHEMICAL USAGE:** All chemicals used in this project will be required to show approval of the USEPA. The handling, use, storage, and disposal of such materials, containers, or residues shall be in strict conformance with manufacture and/or supplier's instructions. Copies of antidote literature shall be kept at the storage site and the Contractor's job site office. **MSDA Sheets must be provided for all chemicals used.**
13. Proposers shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost

thereof. No information derived from maps, plans, specifications or from the Project Manager, or City employees shall relieve the contractor from any risk or from fulfilling all terms of the contract.

14. Any proposer may, without prejudice to himself, withdraw his proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal. After expiration of the period of receiving proposals, no proposal can be withdrawn, modified, or explained.

15. Payment shall be made on the basis of unit prices given in the price proposal.

16. The contractor **selected** must be able to provide proof that they are in good financial standings with all vendors, subcontractors, etc. prior to the award of the contractor. This means that the contractor may be required to provide information to include but not limited to a list of all vendors and subcontractors with proof that they are currently net 60 with those individuals. Proof can be in the form of a letter on company letterhead and/or contact information with the provider to which the city can follow up with vendor/subcontractor. In addition, the City will require contact information with the contractor's financial institution(s), along with the necessary consent for the City to contact the institution to inquire as to the financial status of the contractor. Finally, the contractor selected shall identify any and all liens or claims made against it within the last twelve (12) months.

27. **CANCELLATION:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term, or condition of the contract.

**CITY OF PEACHTREE CITY  
PRICE PROPOSAL FORM  
SKATEPARK DESIGN AND CONSTRUCTION**

Owner: City of Peachtree City  
151 Willowbend Road  
Peachtree City, GA 30269

Bidder's Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Ladies and Gentlemen:

1. Pursuant to and in compliance with the Request for Proposals and the proposed Contract Documents relating to the project known as:

**SKATEPARK DESIGN AND CONSTRUCTION**

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site and all particulars, **hereby proposes and agrees to fully perform the work** in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for the Lump Sum prices of:

**SKATEPARK DESIGN**

- A. Architectural design, drawings and renderings \_\_\_\_\_
  - B. Site Preparation \_\_\_\_\_
    - Clearing/grading/disposal unsuitable material, debris & trees/testing
  - C. Park construction with itemized amenities delivered and installed
    - 1. Concrete Slab \_\_\_\_\_
    - 2. Concrete Mini-ramp \_\_\_\_\_
    - 3. Bank street section \_\_\_\_\_
    - 4. Bank ramp \_\_\_\_\_
    - 5. Quarter pipe \_\_\_\_\_
    - 6. Hip transfer \_\_\_\_\_
    - 7. Hump, tabletop or A frame \_\_\_\_\_
    - 8. Hubba \_\_\_\_\_
    - 9. Bank ramp \_\_\_\_\_
    - 10. Ledge \_\_\_\_\_
    - 11. 4 – 6 ft. bowl with 1ft. extension and pool coping \_\_\_\_\_
- Total Cost: \_\_\_\_\_

2. The undersigned has checked all of the above figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this price proposal.

3. In submitting this price proposal, it is understood that the right is reserved by the Owner to reject any or all proposals and waive all informalities in connection herewith.





RESPECTFULLY SUBMITTED:

Date of Proposal \_\_\_\_\_

Firm Name \_\_\_\_\_

Business Address \_\_\_\_\_

Submitted by (written) \_\_\_\_\_

Submitted by (signed) \_\_\_\_\_

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

Cell \_\_\_\_\_

Email \_\_\_\_\_

**In addition to the PRICE PROPOSAL forms, a complete, responsive proposal shall also include the following:**

1. Questionnaire Form
2. References. May make reference to the questionnaire form. **Need to indicate which reference is given for each phase including site design, site preparation and construction.**
3. Any and all exceptions to the proposal documents (scope of work, specifications, etc.) must be fully detailed on a page entitled "EXCEPTIONS TO PROPOSAL."
4. Drug Free Workplace Certification form completed.
5. E-verify form.

## **PROPOSAL SUBMISSION**

### **Process for Submitting Proposals**

#### **1. Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Proposer should reference those materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

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

#### **2. Packaging of Proposal**

The Proposer's response to this Request for Proposal must be labeled and sealed.

The contents of the package will include:

1. Technical Submission  
This Technical submission must include all required items in the above Scope of Work, except for the price proposal.
2. Financial Proposal  
Price proposal

Mark the outside of shipping package as follows:

Name of Company  
Point of Contact for Company  
RFP # 17-125PPC  
Due no later than Thursday, September 14, 2017, 11 :00 a.m.

#### **3. Number of Proposal Copies - One original and two copies**

#### **4. Submission of Proposals**

Proposals must be submitted to:

Attn: Angela Egan, Purchasing Agent  
City of Peachtree City  
151 Willowbend Road  
Peachtree City, GA 30269

**Any proposal received after the due date and time will not be evaluated.**

#### **5. Rejection of Proposals/Cancellation of RFP**

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

## SECTION 01100

### CITY OF PEACHTREE CITY

#### GENERAL PROVISIONS

##### 1. INTENT OF CONTRACT DOCUMENTS

The Invitation for Bids/ Request for Proposals, the Instructions to Bidders, the Bid/Proposal, the Bid Bond (or certified check), the Contract, the Performance and Payment Bonds, the General Conditions, Special Conditions, the Specifications, the Plans and any Addenda which may be issued, constitute the Contract Documents. These Contract Documents cover, with explicit provisions, all matters relating to the Project, which the Contractor undertakes to effect in full compliance with such provisions. It is understood that the Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirement and reservations of the Contract Documents, for no deviation will be allowed from the Project Manager's interpretation thereof after the letting.

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

##### 2. PLANS AND SPECIFICATIONS

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

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

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

The Contractor will be supplied with five (5) copies of the Plans, the Specifications and Addenda thereto, and is to preserve them and have at least one (1) copy of them accessible on the work site at all times.

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

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

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

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

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

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

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

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

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

#### 5. MATERIALS, LABOR AND EQUIPMENT

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

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

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

#### 6. RESPONSIBILITY OF THE CONTRACTOR

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

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

the safety of the public, and shall take all necessary precautions for preventing accidents or injuries to persons or property in or about the work site.

In the event that the Contractor plans to enter into subcontracts for any portion of the Project, he shall incorporate in each such subcontract all provisions, terms, and conditions applicable to the Project which constitute obligations to be assumed and effected by him under the Contract Documents, and shall submit a copy of each such subcontract to the Project Manager for examination and approval prior to his execution of the subcontract. Subcontracts shall be entered into only with those subcontractors so approved in writing by the Project Manager. The City reserves the right of approval or rejection to any subcontract contemplated by the Contractor for any portion of the Project, whichever it deems to be in its best interest.

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

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

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

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

## 7. TIME OF PERFORMANCE AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

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

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

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

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

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

The following shall be included as additional insured: City of Peachtree City and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.

#### 9. EXTRA WORK AND PAYMENT THEREFOR

The Contractor shall perform unforeseen work, for which there is no price included in the Bid, wherever it is deemed necessary or desirable by the Project Manager to complete satisfactorily the Project as contemplated, and such extra work shall be performed promptly in accordance with the Specifications and as directed by the Project Manager; provided, however, that before any extra work is begun, a written order from the Project Manager (approved by the City Manager and/or City Council) to do the work shall be given to the Contractor. No extra work will be paid for unless ordered in writing.

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

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

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

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

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

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



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

#### 10. OMITTED ITEMS AND PAYMENTS THEREFOR

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

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

#### 11. NONAVAILABILITY OF MATERIALS

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

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

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

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

#### 12. USE OF EXPLOSIVES

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

#### 13. ASSIGNMENT OF CONTRACT

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

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

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

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

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

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

#### 15. SCOPE OF PAYMENT

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

Only net quantities of finished work will be measured and paid for.

For each of the items included and for which a unit price is stated in the Bid, the aggregate amount to be paid therefore by the City at such unit price shall be the measured amount of such item incorporated in the completed Project by the Contractor and acceptable to the Project Manager.

The unit prices stated in the Bid include all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, removing crossing or other obstructions, protecting or maintaining pipes, drains, culverts, railroad tracts, buildings, bridges, or other structures, furnishing temporary crossings or bridges, furnishing all stakes, batter boards, and templates, common labor for staking out grades and lines, and ordinary labor for handling materials during inspection, replacing any property disturbed, together with any and all other costs and expenses for performing and completing the work as specified.

It is mutually agreed that, due to latent field conditions which cannot be foreseen at the time of advertising for bids, adjustment of Plans to such field conditions will be necessary during construction, and therefore such changes in the Plans shall be recognized as constituting a normal and expected margin of adjustment, not unusual and not involving nor permitting any change or modification of unit prices, provided only that resulting overruns or underruns from the quantities stated in the Bid do not exceed a reasonable percentage. Changes involving any major item in an amount not more than fifty percent (50%) of the quantities listed in the Bid shall

be construed as constituting such a reasonable percentage, in which case payment will be made for the revised quantities at the unit price bid in the Bid. A major item is construed to be any item of the Contract, which amounts to at least five percent (5%) of the total Contract price. Changes involving any major item in an increased amount not more than two hundred percent (200%) of the quantities listed in the Bid shall also be construed as constituting such a reasonable percentage, in which case payment will be made for the revised quantities at the unit price bid in the Bid. A minor item is construed to be any item of the Contract, which amounts to less than five percent (5%) of the total Contract price.

16. PARTIAL AND FINAL PAYMENT

As a consideration for such payment, the City shall have the right to enter upon and put into proper service, any or all parts of the work, which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

**END OF SECTION**

SECTION 01100

**SECTION 00500  
CITY OF PEACHTREE CITY  
QUESTIONNAIRE SHEET**

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

1. How many years has your organization been in business providing skate park design and construction services?

---

2. What is the last project of this nature that you have been awarded? Give project name and describe the scope of the project, contact person, address and telephone number.

---

(use additional pages as needed)

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

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5. The following are named as **all relevant** municipal, corporations or individuals for whom you have performed work in the last three (3) years: (Give company name, contact person, address, and telephone number and the project name).

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(use additional pages as needed)

5. Have you personally inspected the proposed work and have you a complete plan for its performance?

\_\_\_\_\_

6. Will you sublet any part of this work? If yes, what percentage? Must list all subcontractors and their responsibility.

\_\_\_\_\_

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

\_\_\_\_\_

Correct Name of Bidder

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

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

\_\_\_\_\_

\_\_\_\_\_

(c) The telephone number and facsimile number are:

\_\_\_\_\_

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Bidder

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**END OF SECTION**

**SECTION 00510**

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

**END OF SECTION**

Revised 08-01-2011

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

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

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

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

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

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

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

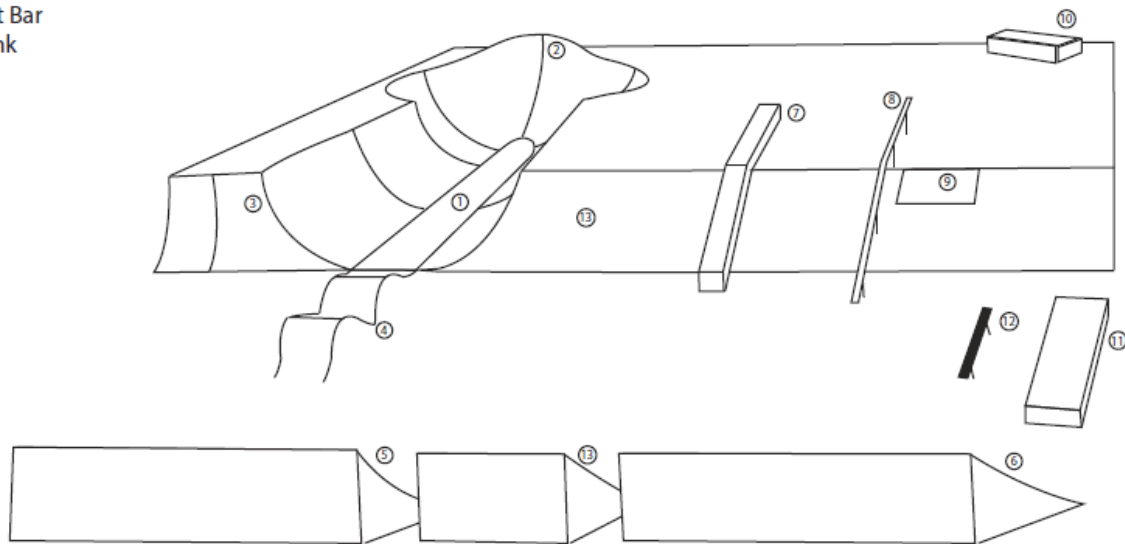
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Co

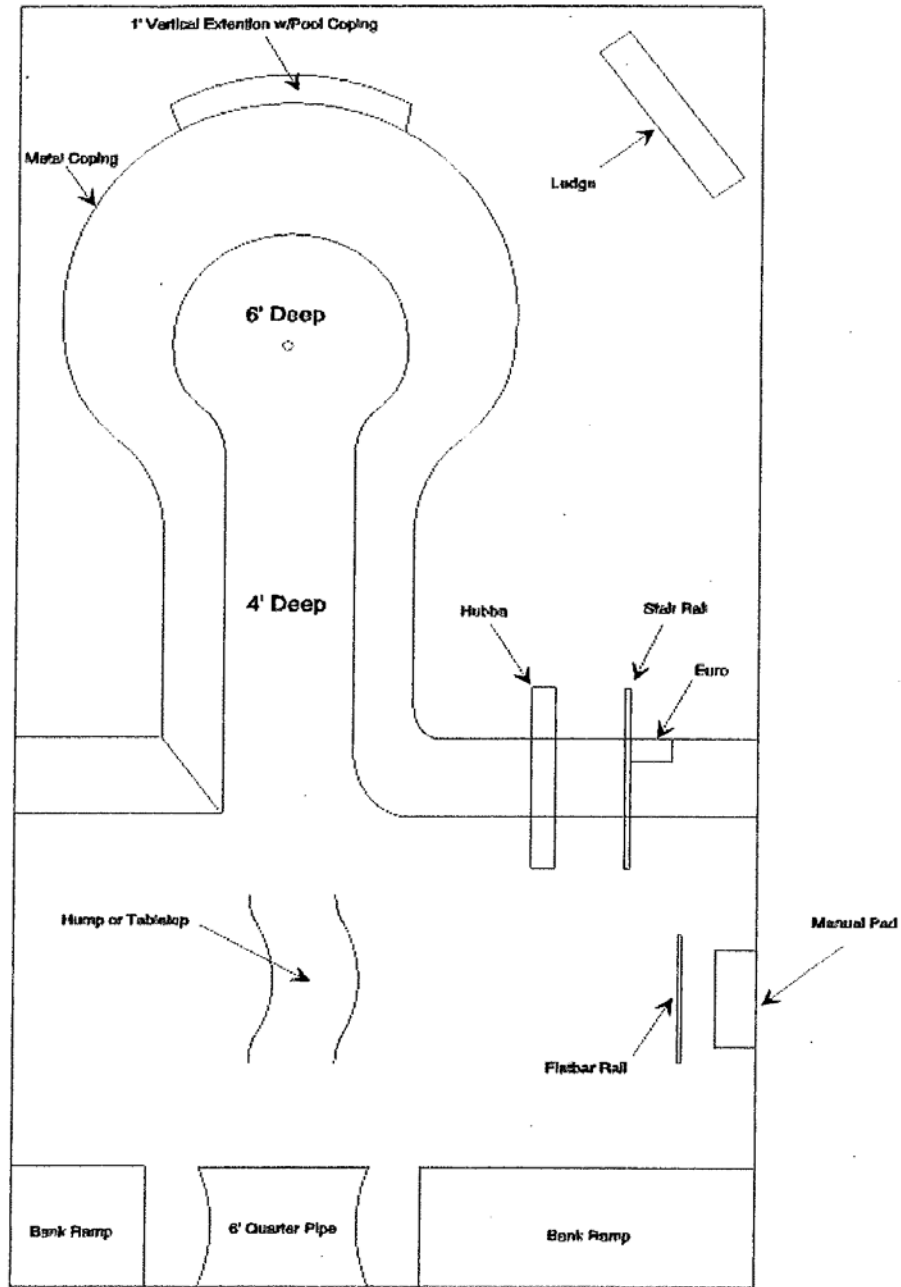
Attachment A

1. Mini Half Pipe
2. Bowl 4' or 6' with 1' extension & pool coping
3. Hip Transfer
4. Speed Wave Bumps
5. 6' Quarter Pipe
6. Quarter Pipe/Bank Fusion to Curb
7. Hubba
8. Hand Rail
9. Euro Gap
10. Ledge
11. Manual Pad
12. Flat Bar
13. Bank

Free-Form Snip

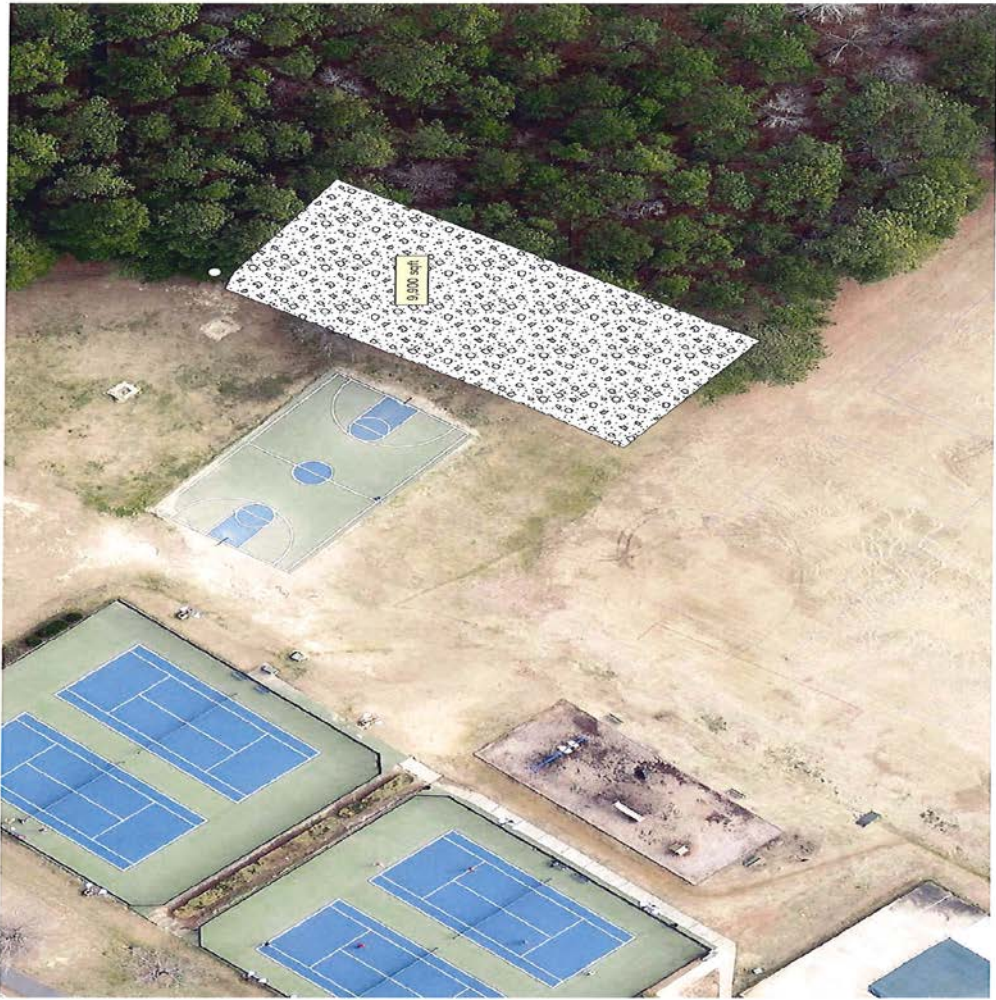






<b>PTCSK8S, Inc.</b>	
Glenloch Recreation Area Skatepark	
Drawing Name:	Typical
Page: 1 of 1	

Attachment C (9900 sq. ft)



Attachment D (4945 sq. ft.)



Attachment E (8372 sq. ft.)



Attachment F (8545 sq. ft.)



Attachment G (8014 sq. ft)

