



**INVITATION TO BID
ITB# 17-311-G
FOR**

**Hog Wallow Trail Project
Schedule of Events**

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	11/7/2017
MANDATORY Pre-bid Conference - 305 Charles Place, Roswell, GA.....	11/20/17, 2:00 PM Local Time
Deadline for Receipt of Written Questions.....	11/22/2017
ITB Response Due Date	12/5/2017, 2:00 PM Local Time
ITB Opening	12/5/2017, 2:30 PM Local Time

(All time references in this document are understood as Local, Eastern Time for, Roswell, GA.)

Questions should be directed in writing via e-mail to:

purchasing@roswellgov.com

**Submit Proposals to:
City of Roswell
Purchasing Division
38 Hill Street, Suite 130
Roswell, Georgia 30075**

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BID LETTER AND CERTIFICATION

(FAILURE TO INCLUDE THIS SIGNED BID LETTER AND BID CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR BID.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached ITB# 17-311-G Hog Wallow Trail Project for the City of Roswell for which prices have been set. The price or prices offered herein shall apply for the duration of the Project.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by the City of Roswell, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Roswell ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this ITB. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred eighty (180) calendar days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Offeror") 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 Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror _____

Date _____

Print/Type Name _____

Print/Type Offeror Name Here _____

OFFEROR'S ITB CHECKLIST

10 Critical Things to Keep in Mind When Responding to an ITB for the City of Roswell

1. _____ **Read the entire document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. _____ **Note the Buyer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the ITB and is an excellent source of information.
3. _____ **Attend the pre-bid conference** this pre-bid conference is **mandatory**. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the ITB. The **Schedule of Events** will indicate if the pre-bid conference is mandatory.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Buyer by the due date listed in the **Schedule of Events** and view the answers given in the formal "addenda" issued for the ITB. All addenda issued for an ITB are posted on the City's website and will include all questions asked and answered concerning the ITB.
5. _____ **Follow the format required in the ITB** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in the published ITB and in your response.
7. _____ **Use the forms provided**, e.g. cover page, bid sheet, standard forms, etc.
8. _____ **Check the City's website for ITB addenda.** Before submitting your response, check the City's website at <http://www.roswellgov.com/bids> to see whether any addenda were issued for the ITB. **If so, you must submit a signed cover sheet for each addendum issued along with your ITB response.**
9. _____ **Review the ITB document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete.
10. _____ **Submit your proposal on time.** Note all the dates and times listed in the **Schedule of Events** and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Bid.

PROJECT OVERVIEW

The City of Roswell Council, the governing authority of the City of Roswell, Georgia (“the City”), through its City of Roswell Department of Transportation Department, is requesting offers for the Construction of an eight ft. wide, approximately 1,300 ft. long multi-use trail and grass parking lot between Vickery Mill Elementary School and Hog Wallow Creek. Project elements include but are not limited to grading, paving, landscaping, erosion control, and traffic control.

It is anticipated that this project will take 60 calendar days to complete after issuance of the notice to proceed.

SECTION 1: ITB INSTRUCTIONS

1.1 Single Point of Contact

From the date this Invitation to Bid (the “ITB”) is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Buyer:	Greg Anderson
Address:	38 Hill Street Roswell, GA 30075
Telephone Number:	770-641-3718
E-mail Address:	purchasing@roswellgov.com

1.2 Required Review

- 1.2.1 **Review ITB:** Offerors should carefully review this ITB in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Buyer, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this ITB.
- 1.2.2 **Addenda:** The City of Roswell may revise this ITB by issuing an addendum prior to its opening. The addendum will be posted on the City’s website alongside the posting of the ITB at <http://www.roswellgov.com/bids> . Addenda will become part of the bid documents and subsequent contract. Offerors must sign and return any addendum with their ITB response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Roswell may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.
- 1.2.3 **Form of Questions:** Offerors with questions or requiring clarification or interpretation of any section within this ITB must address these questions in writing or via e-mail to the Buyer referenced above on or before the date provided in the ***Schedule of Events*** of this ITB. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.
- 1.2.4 **The City of Roswell’s Answers:** The City of Roswell will provide an official written answer to all questions received within the period stipulated in the ***Schedule of Events***. The City of Roswell’s response will be by formal written addendum. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City of Roswell. Any formal written addendum will be posted on the City’s website alongside the posting of the ITB at <http://www.roswellgov.com/bids> . Offerors must sign and return any addendum with their ITB response.

1.3 Pre-bid Conference

If there is a pre-bid conference listed in the ***Schedule of Events***, the date and time will be provided in the ***Schedule of Events***. This is a **MANDATORY** Site walk and Pre-Bid and will take place at the site. The first order of business will be to take a site walk, which will be followed by a question and answer session.

1.4 Submitting a Sealed Bid

1.4.1 **Organization of Bid:** Each bid shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this ITB. To expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

Offeror shall reference the bid number and closing date and time on the **outside, lower left corner** of the envelope containing the bid. Failure to include such information may delay opening of the bid.

Offerors must organize their bids in the following format:

- a. **Bid Letter and Certification** – Offeror's authorized representative(s) shall complete and sign the Bid Letter and Certification on page 4 of this ITB and return it with the bid.
- b. **Scope of Project/Specifications** – By submitting an offer, the bidder affirms their ability to perform all the requirements of the provided specifications / special and general notes, and any addenda required work.
- c. **Offeror Qualification** – Offeror shall include all requested documents and information.
- d. **Price Submission** – Offeror's authorized official to complete, sign, and return with bid response.
 - i. Offerors **must** respond to this ITB by utilizing the Price Bid Form, along with attachments to it (if any) found in Appendix A.
 - ii. Except in rare cases as described in Section 1.4.5, a bid may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for bid submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the bid.
 - iii. The Price Bid Form will be used as the primary representation of each Offeror's price, and will be used extensively during bid evaluations.
 - iv. Additional information should be included as necessary to explain in detail the Offeror's price.
- e. **Appendix A, Standard Forms** – Offeror's authorized representative(s) **must** complete the standard forms and return with bid response.
- f. **Appendix B, City of Roswell Standard Contract** - This contract is the contract that the City of Roswell utilizes for this type of work and has been included for Offeror review.
- g. **Appendix C, Plans and Specifications**
- h. **Addenda** – if any addenda have been issued, complete, sign and return the Bid Price Form and reference All Addenda issued for bid.

1.4.2 **Failure to Comply with Instructions:** The City of Roswell may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this ITB format, are difficult to understand, are difficult to read, or are missing any requested information.

1.4.3 **Copies Required and Deadline for Receipt of Sealed Bids:** All bids must be received in sealed opaque packaging. Offerors must submit the following number of copies to the address set forth on the Cover Page:

- One (1) unbound hard copy (3-ring binder OK) marked "Original" with original signatures; and
- One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

Bids must be received sealed and at the location noted on the Cover Page prior to the date and time provided on the Cover Page in the **Schedule of Events**. Facsimile or e-mail responses to invitation for bids are NOT accepted.

1.4.4 **Multiple Bids:**

If more than one bid is submitted by an Offeror, or by any person or persons representing the Offeror, all such bids shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to an Offeror may submit prices to other Offerors, and may submit a direct and complete bid for the project to the Owner on its own behalf.

1.4.5 **Late Submissions, Withdrawals, and Corrections:**

- A. **Late Bid:** Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure delivery to the Purchasing Office by the designated time. Late bids will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.
- B. **Bid Withdrawal:** An Offeror requesting to withdraw its bid prior to the ITB due date and time may submit a letter to the Buyer requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.
- C. **Bid Correction:** If an obvious clerical error is discovered after the bid has been opened; the Offeror may submit a letter to the designated Buyer within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Offeror must present clear and convincing evidence that an unintentional error was made. The Buyer will review the correction request and a judgment will be made. Generally, modifications to opened bids for reasons other than obvious clerical errors are not permitted.

1.5 Offeror's Certification

1.5.1 **Understanding of Specifications and Requirements:** By submitting a response to this ITB, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this ITB.

1.5.2 **Offeror's Signature:** All signatures required in the bid on behalf on an Offeror must be signed in ink by an individual authorized to legally bind the business submitting the bid. The Offeror's signature on a bid in response to this ITB guarantees that the prices quoted have been established without collusion and without effort to preclude the City of Roswell from obtaining the best possible supply or service. Proof of authority of the person signing the ITB response must be furnished upon request.

1.5.3 **Offer in Effect for 180 Days:** Except in rare cases as described in *Section 1.4.5*, a bid may not be corrected, withdrawn, or canceled by the Offeror for a 180-day period following the deadline for bid submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the bid.

1.6 Cost of Preparing a Bid

1.6.1 **Roswell Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this ITB and any subsequent presentations of the bid as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of their bid.

1.6.2 **All Timely Submitted Materials Become Roswell's Property:** All materials submitted in response to this ITB become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Roswell and Offeror resulting from this ITB process.

SECTION 2: ITB RECEIPT AND EVALUATION PROCESS

2.1 Authority

This ITB is issued under the authority of the City of Roswell.

2.2 Receipt of Bids and Public Inspection

2.2.1 **Public Information:** During the opening of sealed bids, the Offeror's name, bid amount, and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time. Each bid offer is considered open record and all information received in response to this ITB, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after bid notice of award or notice of intent to award with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Roswell; (3) any company financial information requested by the City of Roswell to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

2.2.2 **Buyer's Review of Bids:** Upon opening the sealed bids received in response to this ITB, the Buyer in charge of the solicitation will review the bids and separate out any

information that meets the referenced exceptions in *Section 2.2.1* above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the bid;
- Bid does not contain confidential material in the price section; and
- An affidavit from an Offeror’s legal counsel attesting to and explaining the validity of the trade secret claim is attached to each bid containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

2.3 Classification and Evaluation of Bids

2.3.1 Initial Classification of Bids as Responsive or Nonresponsive: All bids will initially be classified as either “responsive” or “nonresponsive”. Bids may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the ITB; or the bid is not within the plans and specifications described and required in the ITB. Bids found nonresponsive may not be considered further.

2.3.2 Determination of Responsibility: The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.

2.3.3 Evaluation of Bids: During the evaluation of the bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses.

Award will be made to the responsive and responsible Offeror whose bid is most economical according to designated criteria. The determination of the lowest responsive and responsible Offeror may involve all or some of the following factors:

- | | |
|--|---|
| - price (including selected alternates) | - experience |
| - conformity to specifications | - delivery promise |
| - financial ability to meet the contract | - terms of payment |
| - previous performance | - compatibility as required |
| - facilities and equipment | - other cost |
| - availability of repair parts | - and other objective and accountable factors, if any |

The City shall be the judge of the factors and will make the award in the best interest of the City.

- 2.3.4 **Completeness of Bids:** Selection and award will be based on the Offeror’s bid and other items outlined in this ITB. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.
- 2.3.5 **Opportunity for Discussion/Negotiation:** After receipt of all bids and prior to the determination of the award, the City of Roswell may initiate discussions with one or more Offerors should clarification or negotiation be necessary.
- 2.3.6 **Contract Award:** Award, if any, will be made by City Council upon recommendation, to the Offeror providing the lowest (including selected alternates) responsive and responsible bid and who provides all required documents.

2.4 Roswell’s Rights Reserved

While the City of Roswell has every intention to make an award as a result of this ITB, issuance of the ITB in no way constitutes a commitment by the City of Roswell to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Roswell, in its sole discretion, reserves the right to:

- Cancel or terminate this ITB at any time. A notice of cancellation will be issued on the Roswell website. If the ITB is cancelled, the City of Roswell will not reimburse any Offeror for the preparation of its bid. Bids may be returned upon request if unopened;
- Reject any or all bids received in response to this ITB;
- Make a contract award, based directly on the bids received, determined to be in the best interest of the City, in its sole discretion;
- Enter into further discussions with one or more Offerors;
- Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this ITB which would not have significant impact on any bid;
- Not award if it is in the best interest of the City of Roswell, or;
- Terminate any contract for cause or convenience.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.1 City’s Intent

The City of Roswell is accepting bids for the furnishing of all materials, labor, and equipment for the Construction of an 8 ft. wide, approximately 1,300 ft. long multi-use trail between Vickery Mill Elementary School and Hog Wallow Creek. Project elements include but are not limited to grading, paving, erosion control, and traffic control.

A Notice to Proceed should be expected within 2 weeks of award and 60 calendar days have been set aside for construction.

3.2 Required Information : General Notes

Standard Notes

1. A Georgia General Contractor's License, or equivalent GDOT certification is required for this project. Submit evidence of licensure or certification with the bid.
2. This project will be paid on a lump sum basis. Units and quantities may be required in order to obtain documentation of a percentage of work complete, but the percentage of work complete and final payment(s) will be based on the lump sum bid.
3. The project work hours, in consideration of the City Noise Ordinance, are to be 7:00 AM to 7:00 PM, but any work inside the road, such as up to one (1) lane being closed, shall be limited to 9:00 AM to 4:00 PM.
4. The project time of completion is 60 calendar days from the "Notice to Proceed."
5. It is solely the contractor's responsibility to follow all safety code and regulations during all sections of construction.
6. It is the contractor's responsibility to determine, and secure access to the job site including areas for materials and equipment storage. The site will be returned to its original condition upon project completion.
7. It shall be the contractor's responsibility to notify any and all utility companies for marking and location of any facilities which might be in the way.
8. The City of Roswell will not be responsible for any delay caused by the failure of any utility companies to respond in a timely manner. No claims will be considered for extra compensation
9. The contractor shall inspect the site, discuss and resolve potential conflicts with the City of Roswell inspector prior to beginning construction.
10. On-site burial of debris is prohibited.
11. If the contractor damages any existing infrastructure during construction, contractor shall, at contractor's own expense, repair or replace the damaged features in kind or as directed by the City of Roswell inspector and/or the infrastructure owner.
12. Contractor to remove temporary silt fence upon final stabilization.
13. Notify City of Roswell inspector 72 hours prior to begin construction.

Special Notes

1. This project is funded with Local funds.
2. There are no formal DBE goals for this project.
3. City of Roswell Inspector's Office: Email: schua@roswellgov.com Office: 770-594-3773
4. There will be no testing required for this project such as geotechnical.
5. After signing/finalizing the contract with the Purchasing Division, the contractor shall contact John Wooten of the Transportation Department to obtain a right-of-way encroachment permit at 770-594-6108 (direct) 6420 (main) or jwooten@roswellgov.com. The permit shall be obtained prior to beginning any work within the City of Roswell or the State right-of-way.
6. A City of Roswell Land Disturbance Permit will be required, and it is the responsibility of the contractor to obtain and maintain compliance with permit requirements. The cost to obtain the permit, install any permit required project elements, and maintain compliance with any and all permit requirements must be included in the lump sum bid, including any project elements which may not appear in the plans or specifications.
7. All work performed shall be in accordance with the Georgia Department of Transportation's Specifications and Standard Details and Drawings.

8. All revisions to these plans must be submitted to the City of Roswell Department of Transportation and approved by the City of Roswell Transportation Director or Designee prior to continuing construction.

Additional Work Requirements

1. Locate and plant 8 trees nursery quality or better with 2 year warrantee beginning at Alpharetta Hwy end of path to be 3" caliper trees alternating Red Maple and Tulip Poplars 30-ft O.C. and 10-ft from south side of path. Locate and plant an additional 8 trees of the same type beginning at Charles Place end of path and 10-ft from east side of path.
2. Along the school retaining wall and within 3-ft of said wall, locate and plant 80 Holly trees specifically: Ilex cornuta 'Dwarf Burford', Dwarf Burford Holly, of nursery quality or better with 2 year warrantee, 3 gallon container size, planted 3-ft O.C.
3. Construct a small parking lot approximately 10,220 sq. ft. in size. The parking lot will be an unpaved grass surface (with the exception of concrete wheel stops) located near the trial end at SR 9/Alpharetta St.

SECTION 4: OFFEROR QUALIFICATIONS

4.1 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

4.2 Offeror Informational Requirements

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirement(s) must be met by the offeror.

- 4.2.1 **References:** Offeror shall provide a list of the last **five (5)** clients/projects of the same general size and scope proposed in this ITB. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Note that the reputation of the Offeror regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award of contract and lack thereof is grounds for bid rejection. **(See Exhibit A for Reference Form)**

SECTION 5: PRICE SUBMISSION

Offerors shall respond to this bid utilizing the Price Bid Form in Appendix A of this ITB along with any attachments to the Price Bid Form. Award for this project will go to the lowest (including base and selected alternates) responsive responsible Offeror.

SECTION 6: TERMS AND CONDITIONS

The City of Roswell's Terms and Conditions are set forth below. Offerors should notify the City of Roswell of any Terms and Conditions that either preclude them from responding to the ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's ITB response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Roswell reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

6.1 Additional Contract Provisions and Terms

This ITB, including all ITB documents and any addenda, the Offeror's bid, including any amendments, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties under the contract, the contract, along with any attachments prepared by the City of Roswell, will govern in the same order of precedence as listed in the contract.

The Contractor shall commence the work to be performed under this Contract Agreement on a date to be specified in a written Notice to Proceed and shall complete all work hereunder within 60 calendar days. Time is of the essence and is an essential element of this Contract.

6.2 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Roswell and the Offeror. Any Offeror beginning performance prior to the execution of the contract and notice to proceed shall be deemed to be proceeding at the Offeror's sole risk, and shall not be entitled to any compensation for such performance. In addition, the City of Roswell reserves the right to withdraw or cancel the award of the ITB.

6.3 Contract Term

The contract term for this bid shall be for duration of the project until completion upon written approval of the City and successful Offeror.

6.4 Contract Termination

The City may terminate, by written notice to the Offeror, any resulting contract with or without cause. The City must give notice of termination to the Offeror at least **30 days** prior to the effective date of termination. See Appendix B – Standard Contract for further details relating to Termination.

6.5 Subcontractors

The lowest responsive and responsible Offeror will be the prime contractor, if a contract is awarded, and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the bid submission. The City of Roswell reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Roswell for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing

contained within this document or any contract documents created as a result of any contract award derived from this ITB shall create any contractual relationships between any subcontractor and the City of Roswell.

6.6 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 (5%) of the base bid, payable to the City of Roswell. Said bid bond guarantees the Offeror 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 Offeror shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

Bonds shall be issued by a corporate surety appearing 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.

6.7 General Insurance Requirements

The Offeror shall provide the City of Roswell with a Certificate of Insurance on an ACORD or similar form, along with an additionally insured enforcement, to the address listed under *Section 1.1* indicating the existence of the policies prior to the beginning of the contract term. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Roswell representative named in the contract. A renewal certificate shall be delivered to the City of Roswell at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the City of Roswell as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Roswell, the Offeror shall deliver to the City of Roswell representative upon demand a certified copy of any policy required herein for review. The Certificates of Insurance shall state that 1095 Old Roswell, LLC (1095 Old Roswell Rd, Roswell, GA 30076), Warsaw Old Roswell Office Investments, LLC (1085 Old Roswell Rd, Roswell GA 30076), and the City of Roswell is additionally insured.

▪ **Statutory Workers' Compensation Insurance:**

Employers Liability:

- Bodily Injury by Accident \$100,000 each accident
- Bodily Injury by Disease \$500,000 policy limit
- Bodily Injury by Disease \$100,000 each employee

▪ **Comprehensive General Liability Insurance:**

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
- (b) Products/Completed Operations Insurance

(c) Broad Form Property Damage

(d) Personal Injury Coverage

▪ **Comprehensive Automobile Liability Insurance:**

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

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

▪ **Excess Umbrella Liability Insurance:**

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

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

6.8 Compliance with Workers' Compensation Act

The Contractor is required to supply the City of Roswell with proof of compliance with the Workers' Compensation Act while performing work for the City of Roswell. Neither the Contractor nor its employees are employees of the City of Roswell. Proof of compliance must be received at the address listed under *Section 1.1* within acceptable time limits established by the contract. If the Contractor does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

6.9 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program: The City of Roswell is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City of Roswell shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal (Exhibit D).

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

(1) Pursuant to O.C.G.A. § 13-10-91:

- a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
- b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
- c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

(2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United

States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor’s agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. 13-10-91 by the subcontractor’s execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor’s agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

6.10 Compliance with Laws

The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

6.11 Drug-Free Workplace

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

- 6.11.1 **Certification:** If Contractor is an entity other than an individual, it hereby certifies that:
- i. A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
 - ii. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- 6.11.2 **Penalties:** Contractor may be suspended, terminated, or debarred if it is determined that:
- iii. The Contractor has made false certification hereinabove; or
 - iv. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

6.12 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

The City of Roswell may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

1. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
2. Method of shipment or packing.
3. Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the City shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the City decides that the facts justify it, the City may receive and act upon a proposal submitted before final payment of the contract.

If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

Failure to agree to any adjustment shall be a dispute. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

6.13 Invoicing and Payment

The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and acceptance of the items, the Offeror shall submit a proper invoice detailing the appropriate charges as currently allowed. The City shall retain ten (10%) percent of each payment. In accordance with O.C.G.A. 13-10-80 , the City may or may not discontinue additional retainage after the first 50% of the project and zero thereafter the Completed Work. When all Work is completed and final acceptance has been approved by the City, the Offeror may invoice for the amount retained.

Invoices shall be submitted to:

Roswell Finance Department
Attn: Accounts Payable
invoices@roswellgov.com
38 Hill Street
Roswell, GA 30075

Upon receipt of invoice and inspection and acceptance of the items, the City of Roswell will render payment. All such invoices will be paid within fifteen (15) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. All invoiced items must be itemized by roadway. The Offeror will provide complete cooperation during any such investigation.

Successful Offeror(s) must register as a vendor with the City with a completed and signed W-9.

6.14 Taxes

No sales tax will be charged on any orders.

6.15 Deliveries

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address will be mutually agreed upon by both the successful Offeror and the City. While this address is not to be used for deliveries (unless otherwise mutually agreed to) the site of work is approximately at 305 Charles Place, Roswell, GA.

No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

Appendix A – Standard Forms

This section contains the forms necessary to ensure compliance with various laws as described within this ITB.

Please complete, sign, and return each of the following forms with the bid submittal (**use this page as a checklist for responsiveness**):

- Price Bid Form
- Bid Summary
- Bid Bond
- References
- Bidder Questionnaire
- List of Subcontractors
- Corporate Certificate
- Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify)

The following items/documents must also be provided:

- Bid letter and certification
- Evidence of licensure

PRICE BID FORM

TO: BUYER OF RECORD
CITY OF ROSWELL
ROSWELL, GEORGIA 30075

To Whom It May Concern:

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

Hog Wallow Trail Project

The Offeror has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, 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 the City of Roswell in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work indicated and called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the project elements as described in the Specifications and Bid documents for the lump sums stated.

The Offeror agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various project elements.

The Offeror further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within 60 calendar days thereafter.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$ (Five Percent of Base Bid)).

If this bid shall be accepted by the City of Roswell and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days

from the date of Notice of Award of the Contract, then the City of Roswell may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Roswell as liquidated damages.

Offeror agrees that from the date this Invitation to Bid is issued until an award is made, offerors **are not allowed to communicate with any staff or elected officials of the City regarding this procurement**. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Buyer: Greg Anderson
Address: 38 Hill Street
Roswell, GA 30076
Telephone Number: 770-641-3718
E-mail Address: purchasing@roswellgov.com

**Offeror has carefully examined the Bidding Documents entitled: Hog Wallow Trail Project;
Bid Number: 17-311-G; Acknowledges receipt of the following addenda numbers and dates, if any:**

_____;

And has examined the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials called for by them for the Base Bid Work in accordance with said documents, for the sum of:

_____ DOLLARS (Words)

(\$ _____) (Numbers)

Offeror further declares that the full name and resident address of Offeror's Principal is as follows:

Signed, sealed, and dated this _____ day of _____

Offeror _____ (Seal)
Company Name

Offeror Mailing Address: _____

By: _____

Title: _____

Phone: _____

E-Mail: _____

PRICE BID FORM - ATTACHMENT A

Bid Summary

ITB# 17-311-G

Hog Wallow Trail Project

ITEM	DESCRIPTION	LUMP SUM BID TOTAL
1 ¹	Hard Surface Trail – Asphalt (Base Bid)	\$
Alt. 1	Soft Surface Trail – Crushed Gravel	\$
Alt. 2	Grass Parking Lot (See Appendix C, Bid Alternate #2)	\$
Alt. 3	Landscaping (See Section 3.2)	\$

¹ This same amount is to be reflected in words and numbers on the Bid Form.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Name
of Contractor) _____ (Address of
Contractor) a _____
(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 Roswell Georgia

(Name of Obligee)

38 Hill Street Suite 235, Roswell Georgia 30075

(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 Roswell, Georgia, a proposal
for furnishing materials, labor, and equipment for:

Hog Wallow Trail Project

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Offeror'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 ten 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
Roswell, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable
to the City of Roswell, Georgia, each in an amount of 100% of the total Contract Price, in form and with
security satisfactory to said the City of Roswell, 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 Roswell, 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 _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

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

(Attorney-in-Fact)

(Seal) _____
(Address)

(Witness as to Surety)

(Address)

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

REFERENCES

REFERENCES: Please provide the City with the last five (5) clients of similar size and scope. You may submit your standard list of references as opposed to using this form (as long as your standard list contains the same information required here), but you still need to complete and sign at the bottom.

REFERENCE # 1

Name of Entity/Firm: _____

Email: _____

Address /City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 2

Name of Entity/Firm: _____

Email: _____

Address /City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 3

Name of Entity/Firm: _____

Email: _____

Address /City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 4

Name of Entity/Firm: _____

Email: _____

Address /City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 5

Name of Entity/Firm: _____

Email: _____

Address /City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Date When Work Performed: _____

Description of Work Performed: _____

By signing below, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand that 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 this bid, and certify that I am authorized to sign this bid for the offeror. I further certify that the provisions of the Official Code of Georgia Annotated and the Code of Ordinances of the City of Roswell have not and will not be violated in any respect.

Name of Company:

Contact Name:

Phone Number: _____

Email: _____

Signature: _____

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:

SUBCONTRACTOR	WORK TO BE PERFORMED	% OF THE WORK

Company Name: _____

*** The City of Roswell requires 51% participation by the prime Contractor on all projects.**

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor on 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 on 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)

AFFIDAVIT - CONTRACTOR PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Roswell (GA)** has registered with, is authorized to use and uses 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. 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 (E-Verify) User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Appendix B – Standard Contract

CONTRACT AGREEMENT

This Contract for the Hog Wallow Trail Project Project (the “Project”) is made as of the ____ day of _____ 2017 (the “Execution Date”) by and between _____, (“Contractor”) and The **City of Roswell** (“City”). Contractor and City may be referred to individually as a “Party” or collectively as the “Parties”.

CONTRACT:

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the Project located in Roswell, GA, as well as all work incidental and pertinent thereto all in accordance with the Contract (hereinafter designated the “CONTRACT”); **ITB# 17-311-G Hog Wallow Trail Project** (hereinafter designated the “Proposal”), a copy of which is attached hereto as Exhibit A and incorporated herein; and the **CONTRACTOR’S Response to ITB# 17-311-G Hog Wallow Trail Project** (Exhibit B) (hereinafter designated the “Response”). In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
2. The term of the CONTRACT shall begin on the Execution Date above, and shall be for the duration of the project, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The CONTRACTOR is required to submit to the City a Certificate of Insurance prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties. Work shall commence with adequate force and equipment within ten (10) days from the Notice to Proceed from the City and shall be completed within 90 calendar days thereafter.

3. Pricing

The City shall pay the CONTRACTOR for the CONTRACTOR’S performance in accordance with the amounts established in CONTRACTOR’S Completed Price Bid Form or the amount finally awarded by City (\$ _____). The City shall pay the Contractor in accordance with the prices stipulated in the Bid Schedule based upon verified quantities. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. The contractor shall invoice the City on a monthly basis for actual quantities completed.

4. Termination

(a) *Termination by City:* City may at its sole option terminate this CONTRACT by giving the CONTRACTOR thirty (30) days written notice. Should the CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this CONTRACT or if it should violate any of the terms of this CONTRACT, the City shall have the right to immediately terminate the CONTRACT. Such termination

shall not relieve CONTRACTOR of any liability to the City for damages sustained by virtue of any breach by CONTRACTOR. A reasonable period of time to cure a CONTRACTOR breach of CONTRACT can be negotiated with the CONTRACTOR selected.

(b) *Termination by CONTRACTOR.* If at any time or from time to time during the Term, any of the following events shall occur and not be remedied within the applicable period of time herein specified, namely:

(i) City shall materially fail to keep, observe or perform any covenant, agreement, term or provision of this CONTRACT to be kept, observed or performed by City, and such default shall continue for a period of sixty (60) days after written notice thereof by CONTRACTOR to City, which shall specify such failure with particularity.

(c) *Continuing Obligations.* If this CONTRACT is terminated pursuant to this Section 4, the Parties shall account for and pay to the other all sums due and owing pursuant to the terms of this CONTRACT within thirty (30) days after the effective date of termination.

(d) *Force Majeure.* Neither Party shall be liable for any loss, damage, delay or nonperformance of any Services as a result of causes not reasonably within the control of such Party including, but not limited to, acts of God, terrorism, war, riot, insurrection, civil violence or disobedience, blockages, embargoes, sabotage, epidemics, fire, strikes, lock-outs or other industrial or labor disturbances, lighting, hurricanes, cyclonic storms, and explosions; provided, however, that the affected Party notifies the other Party promptly of the occurrence of the cause and thereafter exerts commercially reasonable efforts to overcome the cause of the prevention or hindrance if such cause is within the Party's reasonable control, and to resume performance.

5. Representations and Warranties

(a) *Representations by CONTRACTOR.* CONTRACTOR hereby represents and warrants to City that:

(i) CONTRACTOR is a not for profit company duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) CONTRACTOR has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of CONTRACTOR.

(iii) This CONTRACT has been duly executed and delivered by CONTRACTOR and constitutes the legal, valid and binding obligation of CONTRACTOR, enforceable against CONTRACTOR in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by CONTRACTOR does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which CONTRACTOR is now a party or by which CONTRACTOR may be bound or affected; or (ii) violate

any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to CONTRACTOR.

(b) *Representations by City.* City hereby represents and warrants to CONTRACTOR as follows:

(i) City is duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified to conduct business in the State of Georgia and has the requisite power and authority to enter into this CONTRACT and perform its obligations hereunder.

(ii) City has all requisite power and authority to enter into and perform this CONTRACT and to perform each of its obligations under this CONTRACT. This CONTRACT and the transactions contemplated by this CONTRACT have been duly and validly authorized by all necessary action on the part of City.

(iii) This CONTRACT has been duly executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency and other applicable laws affecting creditors' rights generally.

(iv) The execution and delivery of this CONTRACT by City does not, and the consummation of the transactions contemplated herein will not (i) result in the breach of any of the terms and conditions of, or constitute a default with respect to or result in the acceleration of any indebtedness or create liability under any material contract, agreement, commitment, indenture, mortgage, note, bond, lease, license or other instrument or obligation to which City is now a party or by which City may be bound or affected; or (ii) violate any law or any rule or regulation of any administrative agency or governmental body, or any order, writ, injunction or decree of any court, administrative agency or governmental body. The execution and delivery of this CONTRACT, do not, and will not constitute a material default under any organization or governing agreement relating to City

(c) *Disclaimer of Warranties.* Other than as specifically set forth herein, neither of the Parties makes any representations, warranties or guarantees, express or implied, directly or indirectly, including, but not limited to, any warrant of merchantability or fitness for a particular purpose.

6. Indemnification

CONTRACTOR hereby agrees to hold harmless and indemnify City, and its employees, agents, representatives, successors and assigns from and against any and all losses, liabilities, damages, demands, claims, suits, actions, causes of action, judgments, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation (collectively, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by of them, directly or indirectly, as a result of, arising from, or relating directly or indirectly to: (i) any inaccuracy in or any breach or nonfulfillment of any of the representations or warranties made by CONTRACTOR in this Agreement; (ii) any breach or nonfulfillment of any of the covenants or agreements made by CONTRACTOR in this CONTRACT; or (iii) any violations of law by CONTRACTOR in performing its obligations under this CONTRACT.

7. Insurance

The CONTRACTOR, at all times that this CONTRACT is in force, agrees to provide, as a minimum, worker's compensation, commercial general liability, and automobile liability insurance coverage in accordance with the Insurance Requirements provided in Section 6.7 of ITB [BID_NUM].

8. Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this CONTRACT.

9. Assignment

The Contractor shall not assign or subcontract the whole or any part of this CONTRACT without the City of Roswell's prior written consent.

10. Amendments in Writing

No amendments to this CONTRACT shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

11. Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

12. Inclusion of Documents, Exhibits

ITB# 17-311-G and the Contractor's proposal submitted in response thereto, including any best and final offer, are incorporated in this CONTRACT; form an integral part of this CONTRACT; and, are attached hereto as and date issued: _____
Contractor's Proposal identified as _____

In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB, as amended, and the Contractor's bid, the language in the former shall govern.

13.0 **Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Either party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF ROSWELL:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

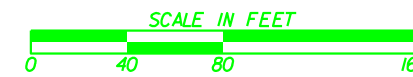
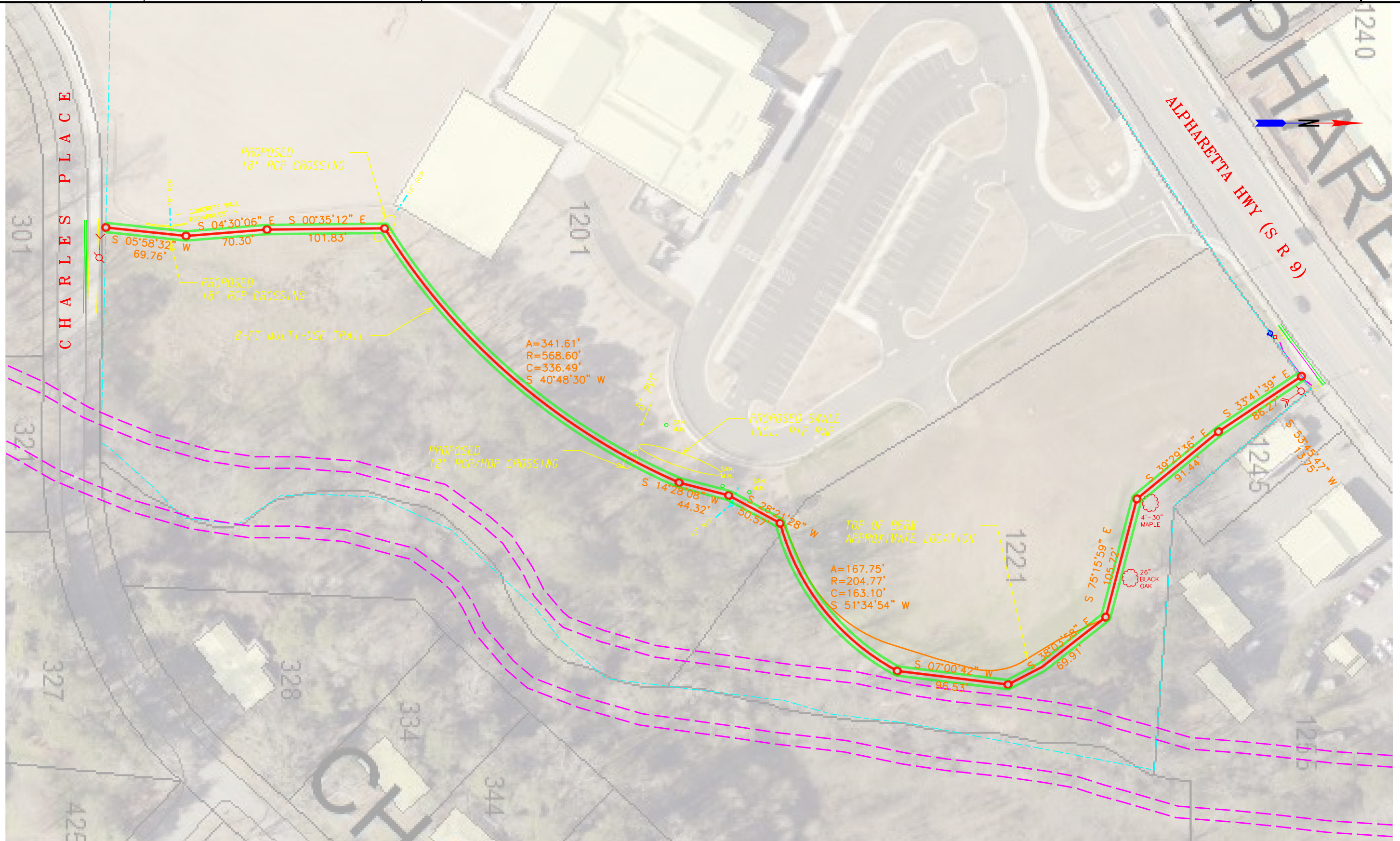
Appendix C – Plans and Specifications

SPECIFICATIONS

1. ASPHALT - 2" of RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME
2. GR AGGR BASE CRS, INCL. MAT'L 6IN THICK
3. PLANT 3" CALIPER ALTERNATING RED MAPLE AND TULIP POPLAR TREES
4. PLANT DWARF BURFORD HOLLY TREES
5. REMOVE DEBRIS
6. DRAIN PIPE - 18 IN. CL. 3RCP 0-8FT DEEP
7. PERMANENT GRASSING (DS3)
8. SAFETY FENCE
9. STONE RIPRAP TP. 3-12IN
10. PLACE FABRICK UNDER RIP RAP
11. BEDDING STONE
12. STANDARD CONCRETE WHEELSTOPS

PLANS

See Attached.



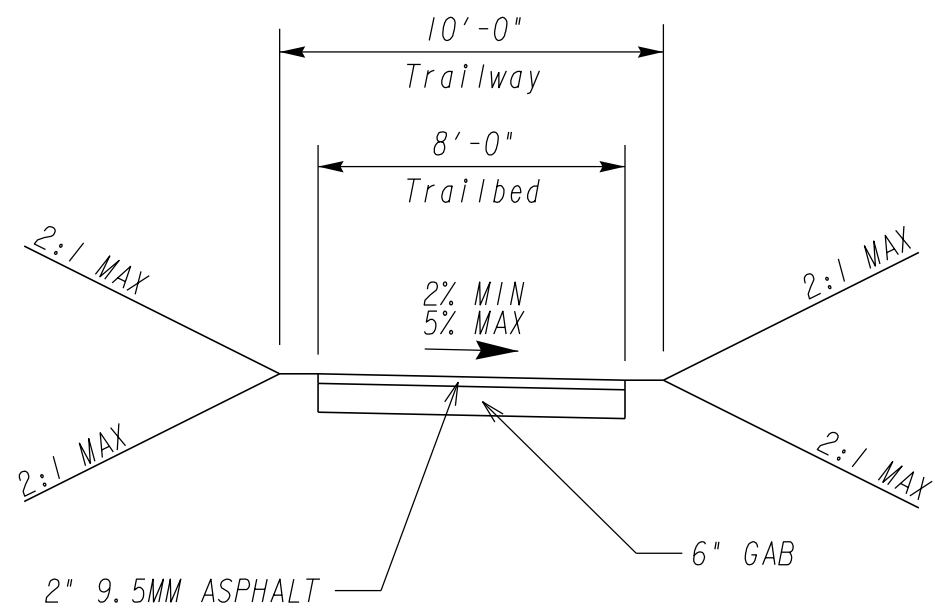
REVISION DATES

NO.	DATE	DESCRIPTION

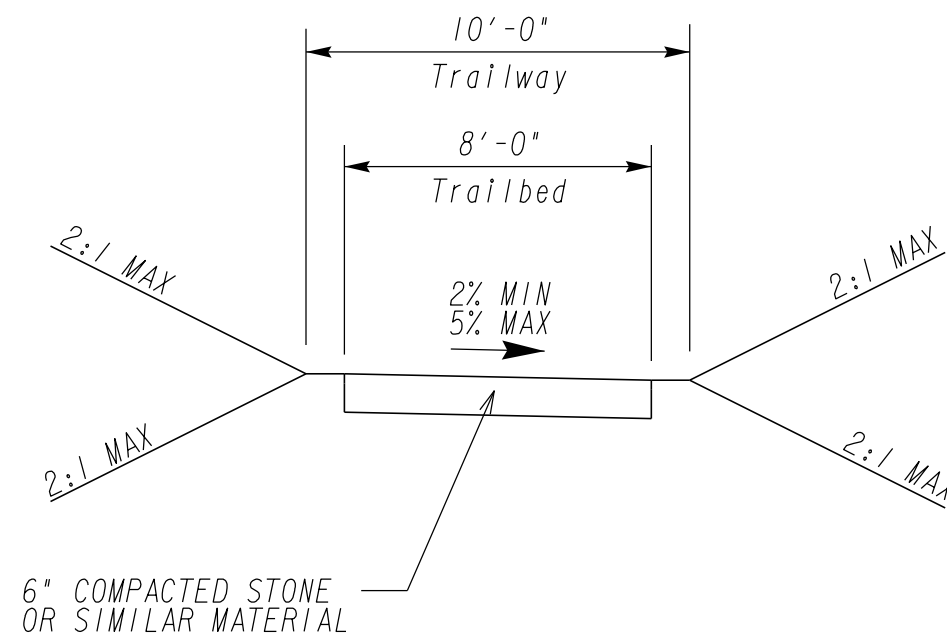
MAINLINE PLAN
 HOG WALLOW CREEK
 MULTI-USE TRAIL

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	13-0001
CORRECTED:	DATE:	
VERIFIED:	DATE:	

Cross Section



BASE BID
HARD SURFACE TRAIL



ALTERNATE # 1
SOFT SURFACE TRAIL



N. T. S.

REVISION DATES

NO.	DATE	DESCRIPTION

TYPICAL SECTIONS

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	05-0001
CORRECTED:	DATE:	
VERIFIED:	DATE:	

Bid Alternate #2 - Grass Parking Lot Concrete Wheel Stops



73' x 140'
TRUCK HEAD

→ Rail Road
PENCE
(210')

— Wheel
stop
(12)

Commercial
parking
lot
(10,220 sqft)



Fulton County
Fulton County, Georgia