



**City of Tucker Invitation to Bid  
ITB 2024-014  
JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS**

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**INVITATION TO BID:**

The City of Tucker, Georgia requests that interested parties submit proposals for the JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS. Bids will be accepted until the date and time listed below and will be awarded to the lowest responsible and responsive bidder. The City reserves the right to negotiate with the lowest responsible and responsive bidder as provided for in O.C.G.A. § 36-91-21. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov/bids> or may be requested by email [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov).

<b>BID ACTIVITY SCHEDULE</b>	
Invitation to Bid Issued	July 23, 2024
Pre-Bid Conference - MANDATORY	August 1, 2024 at 10 AM EST
Deadline for Questions	August 6, 2024 by 4 PM EST
Responses to Questions Posted (Addenda)	August 9, 2024 by 4 PM EST
<b>Bid Submittal Deadline</b>	<b>August 22, 2024 by 1 PM EST</b>
Award at Council Meeting (Tentative)	September 23, 2024
Completion from Notice to Proceed	548 Days (18 months)

**SCOPE OF WORK:** Refer to Exhibit A.

**QUESTIONS:** Submit all questions in writing to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov) with the subject line “Questions: ITB 2024-014”.

**PRE-BID CONFERENCE:** A mandatory pre-bid conference is scheduled for 10:00 AM August 1, 2024 (EST). Attendees will meet at Tucker City Recreation Center located at 4898 Lavista Rd, Tucker, GA. A site visit to the nearby project location will follow the office meeting. Directions will be provided at the meeting.

**ADDENDA:** Responses to the questions received will be by addenda and will be posted on the City website [www.tuckerga.gov/bids](http://www.tuckerga.gov/bids). The signed acknowledgement issued with each addendum must be submitted with the proposal. It is the bidder’s responsibility to verify if any addenda were issued.

**SUBMITTAL REQUIREMENTS:** Bidder shall submit ITB Response no later than August 22 at 1:00 PM (EST) electronically to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov) with the subject line “Submittal: ITB 2024-014”. The email must contain the bidder’s contact information. Bid Submittal should be two PDF files. The proposal shall be named “<Company Name>.ITB 2024-014 Bid Submittal.pdf”. The Cost Proposal shall be named “<Company Name>.ITB 2024-014.Cost Proposal.pdf”

**BID TABULATON:** A listing of submittals will be posted on the City website: [www.tuckerga.gov/bids](http://www.tuckerga.gov/bids) following the opening of the bids.

**City of Tucker Request for Proposals  
RFP 2024-014  
JOHNS HOMESTEAD PARK AND DAM IMPROVEMENTS**

**BID SUBMITTAL DOCUMENTS:**

1. W-9 Form (Provided)
2. Certificate of Current Insurance
3. Contractor Affidavit (Provided)
4. Subcontractor Affidavit (Provided)
5. Proposed List of Subcontractors (Provided)
6. Bid Bond Form (Provided)
7. Related Experience and References (Provided)
8. Contact Form (Provided)
9. Acknowledgement of Addendum issued with each Addendum.
10. Contractor's Oath (Provided)

**COST PROPOSAL DOCUMENTS:**

1. Cost Proposal Form (Exhibit B)

All responses must be received electronically by the bid submittal deadline. (Addenda will show any schedule updates). No bids will be received orally or by phone. Late receipt of bids will not be considered regardless of email issues. Bids received after the deadline will be filed unopened. The City of Tucker reserves the right to reject any and all bids or any part, to waive any formalities to make an award and to re-advertise in the best interest of the City.

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**EXHIBIT A:  
BID SUBMITTAL REQUIREMENTS**

**PURPOSE, INTENT AND PROJECT DESCRIPTION**

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of Johns Homestead Park and Dam Improvements Project.

Project Description: The project consists of improvements to Johns Homestead Park located at 3071 Lawrenceville Hwy, Tucker, GA 30084. The work to be performed by the General Contractor consists of, but is not limited to, the following major items:

1. Reconstruction of the dams for the upper and lower ponds.
2. Site hydrology and trail improvements.
3. Construction of a new parking lot, concrete sidewalks / ramps, boardwalks, and bridges.
4. Site amenities
5. Landscape installation.

This document in its entirety for ITB 2024-014 is available for download on the City of Tucker website: <http://tuckerga.gov/bids> or request via email to [procurement@tuckerga.gov](mailto:procurement@tuckerga.gov). All future communications and supporting documents for ITB 2024-014 will be posted on the website.

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

**1.1 PREPARATION OF PROPOSAL**

Refer to “Invitation to Bid”

**1.2 MODIFICATIONS**

Any bidder may modify his/her bid any time prior to the scheduled submittal deadline for receipt of bids, provided such modification is received electronically by the Owner prior to the submittal deadline.

**1.3 QUALIFICATION OF BIDDERS**

Bidder must hold a General Contractor’s License in the State of Georgia to perform the type of services designated herein and have the experience the Owner deems as suitable and necessary to perform the work.

Bidders must have completed at least two (2) similar projects in size and scope within the previous five (5) years. Bidders must submit information on a minimum of two (2) similar projects, including project name, client name, location, size, construction cost and a detailed description of the work completed using the provided Related Experience and References Form.

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The information on previous projects submitted by the Bidder or Bidder's subcontractors must demonstrate inclusion of the following elements:

- Earthen dam work.
- Concrete spillway construction.
- Pedestrian or roadway bridge construction.
- Coordination of borrow pit excavation and stabilization.

**1.4 POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

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**1.01 DEFINITION OF TERMS:**

- A. Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
  - 1. **Bidder** refers to any person, firm or corporation submitting a Proposal for the Work.
  - 2. **Bonds** refers to bid, performance, payment, and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

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3. **Change Order** refers to a written order to the Contractor signed by the Owner issued after execution of the Contract authorizing changes in the Work, or an adjustment to the Contract Price or Contract Time.
4. **Owner** refers to the City of Tucker for whom the work is to be performed.
5. **Contract** Shall mean the written agreement between the Owner and the Contractor covering the Work to be performed as set forth in the Contract Documents.
6. **Contract Documents** Shall include Addenda, Bonds, Certificates of Insurance, Change Orders, Contract, Drawings, Conditions of the Contract, and Technical Specifications. The intent of these documents is to include all materials, appliances, tools, labor, and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The Contract Documents shall be considered as one, and whatever is called for by one of them shall be as binding as if called for by all.
7. **Contract Price** Shall refer to the total amount payable to the Contractor under the Contract Documents for the performance of the Work.
8. **Contract Time** Shall refer to the number of days stated in the Contract Documents for the Substantial Completion of the Work.
9. **Contractor** or **General Contractor** shall mean the individual, firm or corporation undertaking the execution of the Work under the terms of the Contract and acting through its agents and employees.
10. **Director** refers to the Executive Director, or any duly authorized representative of the Owner.
11. **Drawings** or Plans refers to those Drawings which show the character and scope of the Work and include all Drawings enumerated in a list of Drawings and or supplemental Drawings, if any, identified elsewhere in the Contract Documents.
12. **Field Order** refers to a written order issued by the Owner that clarifies or interprets the Contract Documents.
13. **Latent Defect** refers to a hidden defect in material, workmanship or discovered missing item(s) as required by Contract after the Warranty Period, it's omission that may cause failure, malfunction or not provide service as required, but is not or was not discoverable through general inspection.
14. **Notice of Award** refers to the written notice issued by the Owner to the selected Bidder stating that upon compliance with the conditions precedent to be fulfilled by him/her within the time specified, the Owner will execute and deliver the Contract to the Contractor.
15. **Notice to Proceed** refers to the written notice issued by the Owner to the Contractor authorizing him/her to proceed with the Work and establishing the date of commencement of the Work.

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16. **Proposal** refers to the offer, bid, or Proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
17. **Resident Inspector** or **Inspector** refers to the representatives of the Owner authorized to observe the construction of the Project.
18. **Shall** and **Will** are mandatory; **Should** and **May** are permissive.
19. **Subcontractor** Shall mean any individual, partnership, firm, corporation, or other entity that either maintains an employee or employees on the Project Site for the purpose of prosecuting the Work of the Contract or provides materials worked to a special design according to the Drawings and Specifications of these Contract Documents. Subcontractor shall not mean the General Contractor or any entity that merely furnishes materials not worked to special design.
20. **Special Conditions** when included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.
21. **Specifications** refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. The Specifications generally consist of the Contract Documents and Technical Specifications, GDOT Specifications, if included as listed in the Table of Contents.
22. **Substantial Completion** refers to the stage in construction when a project can be utilized for the purposes for which it was intended. At Substantial Completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use. Contract Time in regard to Liquidated Damages and Contract duration terminates.
23. **Supplier** refers to any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the Site.
24. **Surety** refers to the corporate body which is bound with the Contractor and which engages to be responsible for the Contractor and his acceptable performance of the Work.
25. **Warranty Period** refers to the one-year period in which the Contractor warrants the Contracted for Work. The Period is 365 days from Substantial Completion. Warranted Work encompasses defects in workmanship, material, products, etc...
26. **Work** of the Contractor or Subcontractor(s) Shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment and things useful or necessary in order to complete the Contract.

**1.02 CITY OF TUCKER REQUIREMENTS**

**A. CONTRACTOR REQUIREMENTS**

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1. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a lump sum bid. Payment will be made based on the percentage of work completed.
2. The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.
3. The successful bidder must have verifiable experience with construction of similar projects in accordance with these specifications. Bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope.
4. Ten percent (10%) retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The City will inspect the work as it progresses.

**B. PROSECUTION AND PROGRESS**

1. The Contractor shall comply with the following:
  - a. Mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 548 days of Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final punch list work).
  - b. Upon Notice of Award, the Contractor will be required to submit a Progress Schedule. The contractor shall provide a project progress schedule prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad such as listing “each dam” in the contract. The contractor shall submit a two-week advance schedule every **Friday by 2:00 p.m.**, detailing scheduled activities for the following week.
  - c. The normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).
  - d. The work will require a bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. A one (1) year landscape maintenance bond will be required. The selected contractor will be responsible for the maintenance of landscape materials for one (1) year including watering and

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replacement of dead materials. The City will conduct an inspection at the end of the warranty period.

2. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. The contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day for any contract work (excluding punch list items) that is not completed within 548 days of Notice to Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City.
3. The contractor shall complete any Punch List work within 45 calendar days. The contractor will be assessed liquidated damages in the amount of \$500.00 per calendar day for not completing any required Punch List work within 45 calendar days. All repairs shall be completed by the contractor at the contractor's expense prior to issuance of Final Acceptance.

**C. PERMITS AND LICENSES**

1. The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**D. BONDING AND INSURANCE REQUIREMENTS**

1. No bid may be withdrawn for a period of forty-five (45) days after the time has been called on the date of opening.
2. All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.
3. Upon Notice of Award, the successful contractor shall submit a Performance Bond pursuant to O.C.G.A. § 36- 91-70 payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 100% pursuant to O.C.G.A. § 36- 91-90.
4. Upon Notice of Award, the successful contractor shall procure and maintain a General Liability Insurance Policy with minimum limits of \$1,000,000 per person and \$3,000,000 per occurrence and supply proof of it as well as proof of the minimum workers compensation insurance required by law to the city.

**E. PUBLIC NOTIFICATION**

1. The contractor shall be responsible for installing park and trail closure signage at each end of the project one week prior to commencement of work requiring lane closure. Payment for this will be included in the lump sum bid price. The contractor shall be responsible for installing lane closure and construction signage per MUTCD guidelines. Payment for this will be included in the lump sum bid price. Properties requiring driveway closures shall be notified no less than one week prior to said closures.

**F. EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

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1. All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for informational purposes only. It is the Contractor’s responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a lump sum bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.
2. The City reserves the right to add, modify, or delete scope items. The lump sum bid price will be adjusted by written authorized change order(s) as described herein, when determined to be necessary and agreed to by both parties. Items for which the Contractor provides unit prices will be paid based on the actual measured amount of work complete. The Contractor will not be entitled to any adjustment of unit prices because of adjustments made to quantities and/or work locations. For those specific unit price items, Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work” and included in the bid prices for items on the Bid Schedule.

**G. SPECIAL CONDITIONS**

1. The City has identified preferred access routes to and from the project site through adjoining residential neighborhoods. These routes will be discussed during the pre-bid conference. The Contractor may suggest alternative routes for the City’s consideration.
2. The City anticipates that construction vehicle traffic along the preferred access routes through adjoining neighborhoods will likely result in damage to the existing pavement. The Contractor will be responsible for repaving sections of existing roadway that are damaged as a result of construction activities. The Cost Proposal includes a unit price line item with a description of the paving requirements and an estimated quantity of roadway repaving to be included in the total lump sum bid price. Payment of this work will be made for the actual measured amount of work completed at the unit price listed in the Cost Proposal.
3. The City has identified preferred staging and lay-down areas for the project, which will be discussed during the pre-bid conference. The Contractor may suggest alternative locations for the City’s consideration.

**1.03 APPLICABLE REQUIREMENTS:**

- A. The contractor shall execute the work according to and meet the requirements of the following:
- The Contract Documents including, but not limited to, the scope of work, plans, and Specifications
  - City of Tucker ordinances and regulations
  - OSHA standards and guidelines
  - MUTCD Guidelines
  - Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil

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Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

**B. Notice and Service Thereof:**

1. Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by registered mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the Project Site or delivered via email to the official email address provided by the Contractor.

**1.04 SPECIFICATIONS:**

- A. The Specifications and Drawings accompanying them and any other Contract Documents shall be supplementary to each other and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for or implied by all.
- B. The Contractor will be held responsible to furnish all labor, equipment, and materials necessary to complete the Work as indicated by the Contract Documents.
- C. The Contractor shall see to it that his/her work overlaps the work of all Subcontractors on the project site and agrees to assume all responsibility for liability, workmanship and quality of material concerning any work done by said Subcontractors.
- D. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- E. In case of difference between Drawings and Specifications, the Specifications shall govern.
- F. Contractor shall submit to Owner samples of all materials to be utilized in the project as indicated. Submission is to ensure compliance to the Contract in regard to texture, color, size, thickness, etc. All materials must meet specifications in regard to standard industry practice, unless so noted otherwise. Materials submitted for approval and their special installation, structural procedures, ANSI, ASTU, Test Lab results, etc., will be part of the submission.

**1.05 SPECIFICATIONS AND DRAWINGS TO BE SUPPLEMENTARY:**

- A. The Contractor shall keep on the Work site, at all times, a copy of the Drawings and Specifications and shall give the authorized representatives of the Owner access thereto.
- B. The Specifications and Drawings accompanying them are intended to describe and provide for a finished piece of Work. They are intended to be complementary, and what is called for by either shall be as binding as if called for by both.
- C. The Contractor will understand that the Work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned and the

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Contractor shall be held responsible to provide all labor, material, equipment and incidentals necessary for the completion of the indicated Work.

- D. The Contractor shall, before the bid of the Contract, report in writing to the Owner any discrepancy that may be discovered in the Contract Documents. If the Contractor fails to call such discrepancy(s) to the attention of the Owner, the subsequent decision of the Owner as to which is correct shall be binding and final.
- E. Should any error or inconsistency appear in the Drawings or the Specifications, the Contractor, before proceeding with the Work, shall make mention of the same to the Owner and in no case shall he proceed with the Work under an uncertainty.

**1.06 PRESENT DOCUMENTS GOVERN:**

- A. The Contractor shall in no case claim a waiver of any Specifications requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered standard for material or workmanship in any particular location. The Contract Documents for this project shall govern all the Work in this Contract.

**1.07 DRAWINGS:**

- A. The Drawings generally show Work fully drawn out on only a portion of the Drawings, the remainder in outline. The drawn out Work shall be understood as applying to other like or similar places.
- B. All necessary dimensions are given on the Drawings and shall in all cases, except where a discrepancy occurs, be followed exactly.
- C. The figures and notes on the Drawings, showing the indicated dimensions shall take precedence over scaling.

**1.08 CONTRACTOR'S SHOP DRAWINGS:**

- A. The preparation and submission of shop drawings shall be in accordance with the Contract Documents, Technical Specifications, Product Data, and Samples based on the Specifications.

**1.09 PUBLISHED SPECIFICATIONS:**

- A. When other published and generally available Specifications are referred to and identified on the drawings and in the Specifications, they shall become a part of the Contract Documents.

**1.10 INSTRUCTIONS, CHANGES, ETC.:**

- A. All changes, alterations or instructions in regard to any feature of the Work that differ from the Contract Documents must be approved in writing in all cases, and no verbal orders will be regarded as a basis for claims for extra compensation.
- B. If the Contractor claims that any instruction by drawing or otherwise involves extra cost or an extension of time, he/she shall notify the Owner in writing within ten (10) days after the



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receipt of such instruction and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described in Changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

- C. No claims for extra cost will be considered based on the escalation of material prices throughout the period of the Contract.
- D. No extra work is to be performed or any changes made that involve any extra cost until the Owner has authorized the Contractor to proceed, in writing, except in an emergency that endangers life or property. The procedures for additional payment shall be as set forth under Changes in the Work.

**1.11 EXAMINATION OF WORK BY CONTRACTOR:**

- A. It is understood and agreed that the Contractor has by careful examination, satisfied him/herself as to the nature and location of the Work, the conformation of the ground, the character quality and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general local conditions, and all other matters, which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

**1.12 MATERIALS, SERVICES AND FACILITIES:**

- A. The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in the cancellation of the Contract as herein provided. The equipment to be used on the Work by the Contractor shall be sufficient size and quantity to meet the requirements of the Work and shall be such as to produce a satisfactory quality of Work.
- B. Materials and equipment shall be so stored and handled as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product that has in any way become unfit for the intended purpose shall be incorporated into the Work.
- C. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, cleaned and conditioned as directed by the manufacturer.
- D. Materials, supplies and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Owner, together with detailed descriptions thereof in the form of samples, shop drawings, tests or other means necessary to adequately describe the items proposed. If, after trial it is found that sources of supply, even though previously approved by the Owner, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements at no additional cost to the Owner.

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- E. Any Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner, unless previously negotiated with the Owner.
- F. The Contractor shall maintain an office with a telephone and viable email address.
- G. In the event of government supplied material, the Contractor shall inspect such material prior to installation. If said material is defective, he/she shall immediately inform the Owner. The installation of government supplied material shall be warranted by the Contractor. The material itself shall not be so warranted by the Contractor, unless the material fails due to improper installation.
- H. Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

**1.13 OR EQUAL CLAUSE:**

- A. Whenever a material or article required is specified or indicated on the Drawings by using the name of a proprietary product or of a particular manufacturer or vendor, it is intended to denote the quality standard of the article desired, but does not restrict the Contractor to the specified brand, make or manufacturer so named. Any material or article, which will perform specifically the duties imposed by the general design, may be considered equal and satisfactory providing the material or article so proposed is, in fact, of equal substance and function. Substitution of any item called for in the Drawings or specifications must be specifically approved in writing by the Owner prior to the bid opening. This shall not be construed to include allowing substitutions where certain items, if any, are specified as sole source. The opinion of the Owner Shall be final and no substitute material or article shall be purchased or installed without the Owner's prior written approval.

**1.14 INSPECTION AND TESTING OF MATERIALS:**

- A. The Contractor shall coordinate with the permitting authority to schedule all inspections required by the authority, including, but not limited to the building inspector and/or fire marshal.
- B. Unless otherwise specifically provided for, the Owner will hire a third-party consulting agency to perform inspections and testing of materials and finished articles to be incorporated in the Work. This includes, but is not limited to proof-rolling, compaction testing, concrete testing and any special inspections that may be required by the International Building Code.
- C. Within ten (10) days of the Notice to Proceed, the Contractor shall furnish to the Owner a complete list of all required inspections and an anticipated schedule of occurrence.
- D. The Contractor shall give the Owner at least two (2) weeks' notice prior to each inspection to be performed by the third-party agency.

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**1.15 INSPECTION OF WORK:**

- A. The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Owner and/or public authorities/utilities having jurisdiction in connection with the Work of this Contract. The Owner shall interpret and enforce the terms of the Contract Documents, inspect the quality of the Work and make payment based on the acceptance or failure of the completed Work. It shall be the responsibility of the Contractor to call for inspections prior to covering any Work. Failure to do so will result in reopening the Work for Owner inspection, if so required by the Owner, at no cost to the Owner, EVEN IF THE WORK IS FOUND TO BE SATISFACTORY.
- B. The presence of the Owner or Owner's representative at the Site of the Work shall not be construed to, in any manner, relieve the Contractor of his/her responsibility for strict compliance with the provisions of the Contract Documents.

**1.16 AUTHORITY OF OWNER:**

- A. The Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Owner. The Owner shall decide all questions relating to the character of the Work performed and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. Questions as to the meaning of these Contract Documents and questions relating to design will be referred to the Owner and his/her determinations will be final.
- B. The approval by the Owner of any material(s), equipment, Drawings, plants or of any other items proposed by the Contractor shall be construed only to constitute an approval in general design. Such approval shall not relieve the Contractor from the performance of the material or Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him/her by the provisions of the Contract.
- C. The responsibility of the Owner during construction shall be to make periodic visits to the Site to observe the progress and quality of the Work; he/she will not make continuous on-site inspections. The Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. Any defects or deficiencies in the Work of the Contract observed during such visits will immediately be brought to the attention of the Contractor. The Owner shall have the authority to stop the Work, if necessary, to assure proper execution, and to disapprove work as not conforming to the design.

**1.17 AUTHORITY AND DUTIES OF THE DESIGN PROFESSIONAL:**

- A. The "Design Professional" includes the project Landscape Architect, Architect and/or Engineers and will serve as the Owner's representative(s), and shall be authorized to inspect all Work completed and all materials to be furnished, including; preparation, fabrication and manufacture of the materials. The Design Professional shall have full authority to alter or waive minor requirements of the Contract Documents through a written field order. The Design Professional may reject materials or suspend Work at no cost to the Owner until any question at issue can be referred and decided by the Owner. The responsibility of the Contractor is not lessened by the presence of the Inspector.

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**1.18 NO PERSONAL LIABILITY:**

- A. In carrying out any of the provisions of the Contract or in exercising any power or authority granted to him/her thereby, there shall be no personal liability upon the Owner or upon any officer or employee of the Owner, it being understood that in such matters, they act as the agent and representative of the Owner.

**1.19 PROHIBITED INTERESTS:**

- A. No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract and any subcontract in connection in the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, landscape architect, attorney, Owner or Inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

**1.20 REJECTION OF WORK AND MATERIALS:**

- A. All materials and equipment furnished and all Work done that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected materials, equipment or Work shall be removed immediately. If rejected materials, equipment or Work is not removed within forty-eight (48) hours from the date of notification, the Owner shall have the right and authority to stop the Contractor and his/her Work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment or Work at the cost and expense of the Contractor. All rejected materials, equipment, or Work shall be replaced with other equipment, materials, or Work that conforms to the Contract Documents, at no additional cost to the Owner.
- B. Inspection of the Work shall not relieve the Contractor of any of his/her obligations to fulfill the Contract. Defective Work shall be made good regardless of whether such Work, material or equipment has been previously inspected by the Owner and accepted or paid for by progress payment. The failure of the Owner to condemn improper materials and/or workmanship shall not be considered as a waiver of any defect that may be discovered later, or for Work actually defective. All Work, material and/or equipment shall be guaranteed against defects for a period of one year from Date of Project acceptance as established by the Owner.

**1.21 DISAGREEMENTS:**

- A. Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Drawings or other Contract Documents, or any materials and construction thereof, the decisions of the Owner shall be final and conclusive and binding upon all parties to the Contract.

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**1.22 WEATHER CONDITIONS:**

- A. The Contractor shall keep a daily log of weather conditions on the job site for the duration of the project.
- B. The Contractor may make a claim for an extension of the contract schedule based on project delays that result from weather conditions that prohibit the Contractor from performing construction activities during accepted working hours. This includes delays that may occur after the weather event, in which the weather event renders the job site unworkable.
- C. Any request for an extension of contract time must be submitted in writing by the Contractor to the Owner and approved by signature of the Owner. Weather delay requests shall be submitted by the Contractor each month with the payment application paperwork.
- D. An extension of contract time does not entitle the Contractor to additional monies.

**1.23 ROYALTIES AND PATENTS:**

- A. The Contractor shall hold and save the Owner and its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

**1.24 CONTRACTOR'S PERSONNEL:**

- A. An experienced superintendent and necessary assistants competent to supervise the particular types of Work involved shall be assigned to the Project by the Contractor, and shall be onsite at all times when Work is in progress. The name of the superintendent shall be submitted, with qualifications of same, prior to start of the Work and shall be approved by the Owner prior to start of the Work. The superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one project of like description and size performed by the Contractor during the previous twelve (12) months. Under no circumstances shall any employee of any Subcontractor serve as project superintendent. The superintendent shall represent the Contractor, and all directions given to the superintendent shall be as binding as if given to the Contractor.
- B. Only persons skilled in the type of Work that they are to be performing shall be employed. The Contractor shall, at all times, maintain discipline and good order among his/her employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the Work assigned him/her. The Contractor shall discharge, at once, from his/her services voluntarily or when required by the Owner, any disorderly, dangerous, insubordinate or incompetent person employed on the Work and shall not again employ said person on the Project.

**1.25 LINES, GRADES AND MEASUREMENTS:**

- A. The Contractor will furnish, unless otherwise provided, all lines, grades and measurement

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necessary in laying out the Work. The Contractor must exercise proper care and caution to verify the grades and figures given him/her and carefully check all dimensions before proceeding with the Work and shall be responsible for any damage or defective Work caused by his/her failure of such care and caution. He/she shall promptly notify the Owner of any errors or discrepancies that may be discovered in order that the proper corrections may be made.

- B. The Contractor shall be responsible for the preservation of all lines, points and elevations that may be furnished and shall bear the expense of resetting same, if destroyed.

**1.26 LAWS AND REGULATIONS:**

- A. The Contractor's attention is directed to the fact that all applicable Federal, State and Local laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout. They will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall keep himself/herself fully informed of all laws, ordinances and regulations; Federal, State, and Local, in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or other Contract Documents herein referred to, in relation to any such law, regulation, ordinance, order of decree, he/she shall herewith report the same, in writing, to the Owner. He/she shall at all times observe and comply with all such laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents against any such law, ordinance, regulation, order, or decree, to the fullest extent permissible by law, whether by the Contractor or by his/her employees.

**1.27 CONTRACTOR'S OBLIGATIONS:**

- A. The Contractor shall, in a good workmanship manner, accomplish and perform all work, and furnish all supplies and materials, machinery, equipment, facilities and means; except as herein otherwise expressly specified; necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract, the Drawings, and other Contract Documents, and in accordance with the Work covered by the Contract and any and all supplemental Drawings of the Work covered by this Contract and in accordance with the directions of the Owner as given from time to time during the progress of the Work. He/she shall furnish, erect, maintain, and remove such construction, plant and temporary works as may be required. He/she alone shall be responsible for the safety, efficiency, and adequacy of his/her appliances and methods, and for any damage that may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, be subject to all terms, conditions, requirements and limitations of the Contract Documents, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work to the satisfaction of the Owner. The Prime Contractor shall perform a minimum of 30% of Work under this Contract.

**1.28 SUBCONTRACTING:**

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- A. The Contractor shall not subcontract the complete Work, or any portion thereof, without prior written approval of the Owner. Any Contractor utilizing a subcontractor must submit a proposed list of subcontractors and a Subcontractor Affidavit (form provided).
- B. The Contractor shall be fully responsible to the Owner for the acts and omissions of his/her Subcontractors, and of persons or entities either directly or indirectly employed or providing services to him/her, (i.e. suppliers, off site fabricators, etc.)
- C. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

**1.29 ASSIGNMENTS:**

- A. The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In the event that the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens or all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

**1.30 OTHER CONTRACTS:**

- A. The Owner may award other contracts for additional Work and the Contractor shall fully cooperate with such other contractors and carefully fit his/her own Work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act that will interfere with the performance of Work by any other Contractor.

**1.31 MUTUAL RESPONSIBILITY OF CONTRACTORS:**

- A. If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim to the fullest extent permissible by law.

**1.32 EMPLOYEE TAX:**

- A. The Contractor assumes and is liable specifically for all State, Federal and local employment taxes including withholding, FICA and FUTA taxes, and guarantees to hold the Owner harmless in every respect against same.

**1.33 SALES TAX:**

- A. The Contractor assumes and is liable specifically for all Local, State and Federal Sales and Use taxes that may be in force at the time of the Award of the Contract.

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**1.34 LAND AND RIGHT-OF-WAY:**

- A. Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the Owner and shall conduct his/her Work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing Work to the requirements of any permit, easement or license granting entry even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the Owner fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. Prior to entry on to private property for Work under temporary easements, notice to the property Owner will be made by the Contractor, with concurrent notice to the Owner.
- B. The Owner may provide at Contractor expense and without liability to the Owner any additional land and access thereto that the Contractor may require for temporary construction facilities or for storage of materials.

**1.35 ESTIMATE OF QUANTITIES:**

- A. The estimated quantities of Work to be done and materials to be furnished under this Contract if shown in any of the Documents, including the bid, are given only for use in comparing bids and to indicate approximately the total amount of the Contract.
- B. It is the Contractor's responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Lump Sum bid and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.
- C. Refer to Section 1/-2.F.2 of this document for additional information.

**1.36 USE OF PREMISES:**

- A. The Contractor shall confine his/her apparatus, the storage of materials or equipment, and the operations of his/her workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not unreasonably encumber the premises with materials or equipment. The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fires and smoking.

**1.37 PROTECTION OF WORK, PROPERTY AND PERSON:**

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Site, and other property at the Site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.



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- B. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He/she will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and precaution. He/she will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts may have caused such a liability.
- C. If existing utilities or structures are indicated by the Contract Documents, no warranty is made as to the accuracy or completeness of such indication. The Contractor shall, prior to commencing other on-site Work, accurately locate above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. He/she shall notify the Owner promptly on discovery of any conflict between the Contract Documents and any existing facility.
- D. In emergencies affecting the safety of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner, shall act to prevent threatened damage, injury, or loss. He/she will give the Owner prompt written notice (within three (3) calendar days) of any required significant changes in the Work or deviations from the Contract Documents caused thereby. Any claim for compensation by the Contractor due to such extra Work shall be promptly (within seven (7) calendar days) submitted to the Owner for review. The amount of reimbursement claimed by the Contractor and approved by the Owner on account of any emergency action shall be determined in the manner prescribed for Changes in the Work and a Change Order may be issued covering such claim(s).
- E. In the event of temporary suspension of Work, or during inclement weather, or whenever the Owner shall direct, the Contractor will be required to protect all Work and materials against damage or injury from the weather. If, in the opinion of the Owner, any Work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or Work shall be removed and replaced at the expense of the Contractor.

**1.38 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

- A. All Work under this Contract shall be under the care of the Contractor and he/she shall take every necessary precaution against injury or damage to the same, until final written acceptance is received from the Owner. The Contractor shall rebuild, repair, restore and make good, at his/her own expense, all damages or injury occasioned by the action of the elements, or any other cause whatsoever, before its final completion or acceptance.
- B. The Contractor is responsible for project layout. All Work not properly installed or not installed as per plans will be removed and installed correctly at no additional expense to the Owner.

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**1.39 PRIOR USE BY OWNER:**

- A. Prior to completion of the Work, the Owner may take over operation and/or use of the uncompleted project or portions thereof. Such prior use of facilities by the Owner shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract Documents.

**1.40 CLEANING UP:**

- A. The Contractor Shall clean up and remove accumulated dirt at such times as he/she may be directed to do so by the Owner and shall remove, at his/her own expense, from the Work and from the adjoining property(s) all rubbish and surplus materials resulting from construction operations, which may have accumulated during the process of the Work, and leave the project site in a neat and orderly condition upon daily Work completion. Clean up Work shall include the removal of stumps, limbs, pipes, surplus rock, dirt, lumber, tape, general debris from the Job Site, removal of all barricades and warning signs, and final dressing by bringing earth to original grade and seeding or sod as required.
- B. Failure to follow the Owner's written directions as to cleaning up at any time within twenty-four (24) hours after such directions are given shall thereupon give the Owner the right to clean up at the expense of the Contractor or may result in suspension of the work.

**1.41 BARRICADES AND WARNING SIGNS:**

- A. The Contractor shall provide, erect, maintain and finally remove all barricades and detour signs necessary to properly protect and divert automotive and pedestrian traffic. Automotive barricades and signs shall be illuminated at night. The Contractor will be held responsible for all damage to the Work due to failure of the signs and barricades to properly protect the Work from traffic, pedestrians, animals and all other sources. The Contractor will also be held responsible for damage to persons or property due to failure to erect and maintain adequate barricades and signs. The construction of all barricades shall be acceptable to the Owner and agencies having control over traffic.

**1.42 TRAFFIC UNDER CONSTRUCTION:**

- A. The Contractor shall expedite the Work as to interfere as little as possible with the traffic both along and across streets and at entrances to adjacent properties, drives, alleys etc.
- B. Where construction is within an existing highway, street or road right-of-way, the Contractor shall determine the exact traffic control requirements of the state, county or local authority having jurisdiction over the right-of-way and shall provide, operate and maintain all signs, barricades, lights and flagmen required by the authority. The Contractor shall submit a traffic control plan to the City for review at least two weeks prior to altering traffic.
- C. Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

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- D. The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.
- E. All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public.

**1.43 MAINTENANCE OF SERVICE:**

- A. All existing utilities, both public and private, including sewer, gas, water, electrical, cable and telephone services, etc., shall be protected and their operation shall be maintained throughout the course of the Work. Any temporary shutdown of existing service shall be arranged between the Contractor and THE RESPONSIBLE AGENCY, with Owner notification. The Contractor shall assume full responsibility and hold the Owner harmless from the result of any damage that may occur as a result of the Contractor's activities. All utilities will be identified and located by the Contractor prior to any construction activities.

**1.44 CHANGES IN THE WORK:**

- A. The Owner may order extra work, or make changes by altering, adding to, or deducting from the Work, the Contract sum being adjusted accordingly. All such orders and adjustments shall be in writing in the form of a Change Order. All such Work shall be executed under the conditions and requirements of the original Contract, except that any claim for an extension of time caused thereby shall be adjusted at the time of ordering such a change. Upon receipt of a fully executed Change Order, the Contractor shall proceed with the Work involved.
- B. The Owner shall have the authority to make minor changes in the Work, not involving extra cost and not inconsistent with the purpose of the Work. These changes may be accomplished by means of a Field Order. If the Contractor believes that any minor change or alteration authorized by the Owner entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, he/she may make a claim, but must do so in writing within three (3) calendar days of the decision that a field change was agreed upon.
- C. Additional Work performed by the Contractor without authorization of a Change Order, will not entitle the Contractor to a change in the Contract Price or the Contract Time, except in the case of an emergency endangering life or property.
- D. The value of any extra work or change, (which cannot be adjusted by an increase or decrease in a contract unit item, if part of this Contract) shall be determined by the Owner in the following way:
  - 1. By estimate, with a breakdown of all necessary labor, material, equipment, overhead and profit.
  - 2. To the cost of items enumerated in labor there may be added a fixed fee for combined

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overhead and profit not to exceed fifteen percent (15%) of the enumerated labor, material, and equipment cost. Among items considered as overhead costs are insurance, bonds, superintendence, time keeping, clerical work, watchman, use of small tools, general office expense and other such miscellaneous. Only forms as attached in the Contract Documents will be utilized for Change Order submissions.

E. Change Order (CO) Forms:

The standard AIA Change Order Form will be utilized for changes to the Contract when there is cost and/or time involved. Other forms may be utilized if approved by the Owner. All Contract modification proposals shall be addressed to the Owner. Proposals must clearly state the conditions and scope of the modifications and shall be accompanied by the breakdown of the cost as indicated. Lump sum costs will not be accepted in either the Prime or the Subcontractor's breakdown cost. The total cost for labor, material, and equipment rental (or ownership) for each item shall be transferred to the corresponding item. The Proposal should include a request for an extension of time in calendar days. The Contractor shall not proceed with any of the Work included in the modification prior to receipt of an executed modification of Contract or as directed by the Owner.

**1.45 CONTRACTORS DAILY REPORT:**

- A. Reports are required for each day's work throughout the life of the Contract. The reporting of Work shall be identified by terminology consistent in the construction schedule and specifications. Contractor daily reports shall contain the following information:
1. Identify the Work performed that day; dated and signed by the contractor's on-site supervisor.
  2. Results of any meetings held; the location of Work performed and a list of personnel present. Indicate in the report that the Work, the Drawings and specifications have been reviewed, submittals have been approved, materials comply with approved submittals, materials are stored onsite properly, preliminary Work was done correctly, testing has been reviewed, and methods and schedule have been discussed, and that safety was addressed.
  3. Weather conditions, temperature, etc.
  4. Traffic conditions
  5. Any issue impacting the schedule or cost of construction
  6. Any potential Change Order or field change agreed upon

**1.46 PAYMENTS BY CONTRACTOR AND LIEN WAIVERS:**

- A. The Contractor shall furnish the Owner, whenever requested, with satisfactory evidence that all persons who have done work, or furnished materials under this agreement, have been duly paid or satisfactorily secured.

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- B. The Contractor shall submit Final Release of Lien Waivers with the Final Payment Application. A separate Waiver shall be signed by each Subcontractor, certifying that said Subcontractors have been paid in full for services rendered. The Owner will not release final payment to the Contractor without properly executed Waivers.

**1.47 PAYMENTS TO CONTRACTOR:**

- A. Schedule of Values: The Contractor Shall immediately after the Contract has been awarded, submit to the Owner, a breakdown showing costs apportioned to the major elements of the Contract, (i.e. equipment, material, and labor) that comprises bid amount. This breakdown of costs, as approved, shall be referred to as the Schedule of Values. The Schedule of Values, as approved by the Owner, will serve as the basis for Progress Payment amounts. Front or rear loading or mobilization costs will not be allowed. The Owner has final approval of the Schedule of Values. The Contractor has ten (10) calendar days from Notice to Award to provide Owner with Schedule of Values.
- B. Monthly Progress Payments: The Contractor shall submit a monthly progress payment application to the Owner on the basis of his/her duly certified and approved estimate of the work performed to that date. Work behind schedule, outstanding claims from Suppliers or Subcontractors, defective work, failure to diligently pursue the work, failure to comply with the requirements of the Contract Documents, or an over estimated request for payment shall be cause for the Owner to withhold payment or portions of a requested payment and or seek redress under other provisions under this Contract and or State of Georgia Law.
- C. Payment will be made to the Contractor by the Owner within thirty (30) calendar days after receipt of request for payment by the Owner.
- D. Materials and Work Covered by Partial Payments: All materials and work covered by progress estimates shall, upon payment thereof, become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made, or the restoration of any damaged work, or the removal and replacement of any materials or work which does not comply with the Contract Documents.

**1.48 OWNER'S RIGHT TO WITHHOLD PAYMENTS:**

- A. The Owner may withhold or, on account of subsequently discovered evidence, mollify the whole or a part of any payment request to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied;
  2. Claims filed or reasonable evidence indicating probable filing of claims, failure of the Contractor to make payments properly to Subcontractors or Suppliers for material, labor, or equipment;
  3. A reasonable doubt that the Contract can be completed for the balance then unpaid;
  4. Failure to provide insurance, bonds, or an office with telephone or other satisfactory means of contact.

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- B. The Owner shall have the right to disburse and act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor. A fee for such disbursement may be charged by the Owner due to the Contractors failure to appropriately disburse such funds.

**1.49 OWNER'S RIGHT TO SUSPEND OR TERMINATE WORK:**

- A. The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days or such further time as agreed upon by the Contractor, by written notice to the Contractor that shall fix the date on which Work shall be resumed. The Contractor will resume work on the date so fixed or earlier as directed. The Contractor must demonstrate any damage(s), if reimbursement is sought, as a result of Owner suspend or terminated work. Contractor will be allowed an increase in the Contract Price or extension of Contract Time, or both, directly attributable to any suspension. Owner has the right to audit contractors, sub-contractors and Suppliers overhead(s), bids, contracts and any other contract related documents to establish Contractor's damages due to Owner suspended or terminated work.
- B. If the Contractor is adjudged bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for the Contractor or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he/she repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he/she disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Work, or if he/she disregards the authority of the Owner, or if he/she otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his/her Surety a maximum of seven (7) calendar days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he/she may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or Surety will pay the difference to the Owner. Costs incurred will be determined by the Owner and incorporated in the Contract via Change Order.

**1.50 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT:**

- A. Should the work be stopped by any public authority for a period of ninety (90) calendar days or more, through no fault of the Contractor or should the Owner fail to pay the Contractor any payment within a reasonable length of time after the payment shall become due, the Contractor, upon seven (7) Calendar days written notice to the Owner, may stop work, or terminate the Contract and recover from the Owner payment for all work executed.

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**1.51 MEASUREMENT OF WORK:**

- A. Except for any “Unit Price” Items included in the Bid Form, the Contractor will be paid based on the percentage of work complete and/or materials stored.

**1.52 ACCEPTANCE OF WORK AND FINAL PAYMENT:**

- A. Before final acceptance of the Work and payment to the Contractor of the percentage retained by the Owner, the following requirements shall be complied with:
1. Final Inspection: Upon notice from the Contractor that the Work is completed, the Owner shall make a final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Contract Documents, per Section 01 7700 - Closeout.
  2. Liens: Final acceptance of the Work will not be granted and will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and materials employed or used in the construction of the Work under this Contract have been settled, and that no legal claims can be filed against the Owner or Contractor for such labor or materials and all billings from Suppliers have been settled.
  3. Final Payment: When the Work under this Contract is completed, a final request for payment shall be submitted to the Owner representing the original Contract sum plus or minus all Change Orders to the Contract. The final payment shall not be due until the Contractor has completed all Work, necessary and reasonably incidental to the Contract, including final clean-up, as-built red lined Drawings acceptable to the Owner, submission of manufacturer’s warranty literature and any warranty provisions for specific materials or equipment that exceed the Contractors one year industry standard Warranty Period. Additionally, delivered to the Owner, certification of release of all liens, if any arising out of the Contract, and or receipts in full certifying complete payment for all materials, labor, and equipment rentals for which liens could be filed, or submission of a bond acceptable to the Owner indemnifying the Owner against any such lien(s), to the fullest extent permissible by law.
  4. Warranty: One year from Substantial Completion, except for manufacturers listed Warranty Periods that exceed the one-year period. Substantial Completion date will be established between the Contractor and Owner prior to Final Payment.
- B. Acceptance of the Work and the making of final payment shall not constitute waiver of any claims by the Owner. Payments otherwise due the Contractor may be withheld by the Owner because of defective Work not remedied, liens filed and unadjusted damage to others by the Contractor or Subcontractors, vendors or laborers.

**1.53 DEDUCTION FOR UNCORRECTED WORK:**

- A. If the Owner deems it expedient to accept Work injured or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the Contract Price for unsatisfactory Work.

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**1.54 GUARANTEE AND CORRECTION OF WORK:**

- A. The Contractor shall guarantee all work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the Owner, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect, which shall appear within a period of one (1) year from the Date of Substantial Completion, unless a longer period is specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost incurred. The Contract Performance Bond Shall remain in full force and effect through the Warranty Period.



**Exhibit B:**  
**Cost Proposal**

Cost Proposal of \_\_\_\_\_ (hereinafter called “**BIDDER**”)  
a contractor organized and existing under the laws of the state of \_\_\_\_\_, \*an  
individual, a corporation, or partnership doing business as

\_\_\_\_\_  
*\*Strike out Inapplicable Terms.*

THIS BID SUBMITTED TO: **The City of Tucker** (hereinafter called “**OWNER**”)

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **OWNER** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Lump Sum Fee and within the Contract Time indicated in this Bid.

**BIDDER** agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Johns Homestead Park and Dam Improvements Project**, as described in the bid documents, plans and specifications.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** agrees that in case of failure on his/her part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within twenty (20) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **OWNER** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
2. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.
3. **BIDDER** has given the **OWNER** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **OWNER**.
4. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

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- 5. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
- 6. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **OWNER**.

Further, **BIDDER** 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 items scheduled.

**BIDDER** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within twenty (20) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the Work within the time frame as specified in the bid documents.

**TOTAL LUMP SUM BASE BID:**

Having become completely familiar with the local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the site conditions as they currently exist, and having carefully examined Bidding Documents prepared by the Design Consultants and titled: **Johns Homestead Park and Dam Improvements**, together with any addenda to such Bidding Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plants, equipment, transportation, taxes, permits and other facilities as necessary and/or required to execute all of the work described by the aforesaid Bidding Documents for the lump sum consideration of:

**TOTAL BASE BID** \$ \_\_\_\_\_

\_\_\_\_\_ Dollars

(insert written amount)

Said amount above shall be hereinafter referred to as the "Base Bid" or "Base Proposal".

If the Contractor is given a Notice of Award by the Owner, within Sixty (60) calendar days after receipt of bids, the Contractor agrees to execute a contract for the above-named project work and the above-stated consideration on the form required within ten (10) calendar days of such notification. The undersigned hereby designates the office address stated on the last page of this proposal as the address to which a Notice of Award of this Construction Contract may be

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delivered and to which all official correspondence and notices may be mailed, or delivered, unless the Owner is otherwise notified in writing by the Contractor.

1. UNIT PRICES:

A. Unless not specifically described or detailed in the contract documents, the unit prices listed below shall be in addition to the total work needed to perform the project. Unit prices shall include all labor, equipment, and material, overhead and profit. Unit prices contained in the Bid Form are subject to negotiation as provided by Georgia Law before execution of the Owner-Contractor Agreement. The following are the unit prices for this project:

No.	Item	Unit	QTY	Unit Price	Total Price
1.	Rock (open excavation)	CY	50	_____	_____
2.	Earthwork	CY	1	_____	_____
3.	Drain system	CF	1	_____	_____
4.	Stone Rip-Rap	TN	1	_____	_____
5.	Landscaping (Borrow area only)	AC	1	_____	_____
6.	Asphalt Roadway Paving Repairs	SY	1,250	_____	_____

Total Value of Unit Items (include in the Base Bid above) \$ \_\_\_\_\_

Refer to Section 12 220 "Unit Items" of the Technical Specifications for a complete description of each unit item.

The quantity of rock and/or unsatisfactory materials will be verified by the City's representative or geotechnical firm.

Should materials or quantities listed above not be encountered, a change order will be initiated to refund to the City the difference at the bid unit price.

The undersigned represents that the unit prices listed above are complete, and acknowledges that the quantities are not guaranteed, and agrees that payment for these specific items will be based on the actual quantities. (Prices must be entered for all blanks in the schedule).

Quantities in excess of the estimated amount will be paid at the unit price, upon verification by the City's geotechnical firm and/or site representative.

**2. ALTERNATES:**

The low bidder will be determined based upon the Total Base Bid above. Alternates will be added or deleted at the discretion of the Owner.

- A. Alternate NO. 1: Addition of ashlar pattern application at Upper and Lower Dam spillway wall surfaces utilizing architectural concrete form liners.

Adjust Total Base Bid by Addition: \$ \_\_\_\_\_ (Dollars)

- B. Alternate NO. 2: Addition of observation deck roof and related structure required to support roof at observation deck at Lower Pond.

Adjust Total Base Bid by Addition: \$ \_\_\_\_\_ (Dollars)

- C. Alternate NO. 3: Addition of trail markers (wayfinding signage) including manufactured signs, posts and installation.

Adjust Total Base Bid by Addition: \$ \_\_\_\_\_ (Dollars)

- D. Alternate NO. 4: Addition of granite cladding around bases of posts at existing pavilion.

Adjust Total Base Bid by Addition: \$ \_\_\_\_\_ (Dollars)

- E. Alternate NO. 5: Addition of custom granite bench with wood seat, granite seat wall and paver overlook.

Adjust Total Base Bid by Addition: \$ \_\_\_\_\_ (Dollars)

**BID BOND CERTIFICATION:**

Attached hereto is a bid bond or certified check on the (Bank) \_\_\_\_\_ in the amount of \_\_\_\_\_.

(Five percent of Total Amount Bid).

Bidder (Company Name): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person (Printed Name): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, who under oath deposes and says that he/she is of the firm of

\_\_\_\_\_ that he/she has read the

above statement and that to the best of his/her knowledge and belief same is an exact true statement.

\_\_\_\_\_

Notary Public

(Seal)

My Commission Expires

\_\_\_\_\_