CITY OF DUNWOODY

Invitation to Bid # 13-04

The City of Dunwoody is soliciting competitive sealed bids from qualified contractors to provide **4Plies Type IV** and **Gravel Twenty Year Roof System.**

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the ITB# and Company Name. Bids will be received until 2:00 P.M. local time on Thursday, **June 20, 2013** at the City of Dunwoody, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346. Any bid received after this date and time <u>will not be accepted</u>. Bids will be publicly opened and read at 2:05 P.M. Apparent bid results will be available the following business day on our website <u>www.dunwoodyga.gov</u>.

A Pre-Bid Conference will be held at 10:00 a.m., Thursday, May 30, 2013 at the North DeKalb Cultural Arts Center, 5339 Chamblee Dunwoody Rd., Dunwoody, GA. 30338. The conference will include a review of the Bid Documents, and a question and answer period. Attendance at the Pre-Bid Conference is strongly encouraged, but it is not required. Bidders are expected to be familiar with the Bid Documents and to provide the City with any questions regarding the Bid Documents at the Pre-Bid conference or by the deadline for questions to be submitted.

Questions regarding bids should be directed to John Gates, Purchasing Manager, at *purchasing@dunwoodyga.gov* or by calling 678-382-6750, no later than **Thursday**, **June 6**, **2013**. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

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

Award will be made to the supplier submitting the lowest responsive and responsible bid. The City reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety. The City reserves the option to negotiate terms, conditions and pricing with the lowest responsive, responsible bidder(s) at its discretion.

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

The selected contractor must be able to start work within 10 calendar days after the "Notice to Proceed" is issued. The time of completion for the project is as follows: 90 available days from the date of the "Notice to Proceed".

TO: PURCHASING MANAGER CITY OF DUNWOODY DUNWOODY, GEORGIA 30346

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Dunwoody, 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:

4Plies Type IV and Gravel Twenty Year Roof System

The Bidder 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/she will contract with the City of Dunwoody in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the construction drawings prepared by Gaskins Surveying, Inc., Georgia Department of Transportation *Standard Specifications* (current edition), the documents included in the Invitation to Bid and applicable requirements of the Americans with Disability Act.

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

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Scope of Work for the "lump sum price" stated.

The 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.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within 10 calendar days from receipt of "Notice to Proceed" and to complete all work within 90 available days from the "Notice to Proceed".

Attached herete	o is an executed Bid !	Bond or certified check on the	(bank) of
	(City)	(State) in the amount of	Dollars
(\$	Five Per	cent of Amount Bid).	

If this bid shall be accepted by the City of Dunwoody 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 10 days from the date of Notice of Award of the Contract, then the City of Dunwoody 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 or certified check shall be forfeited to the City of Dunwoody as liquidated damages.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

Addendum No.	Date Received	
Bidder further declares that the full name	e and resident address of Bidder's F	Principal is as follows:
Signed, sealed, and dated this	day of	, 2013.
	Bidder	
	Com	pany Name
Bidder Mailing Address:		
	Ву:	
	Title:	
	Ву:	
	Title	

INSURANCE REQUIREMENTS

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

- 1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:

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Bodily Injury by Accident - $100,000 each accident
Bodily Injury by Disease - $500,000 policy limit
Bodily Injury by Disease - $100,000 each employee
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- 2. Comprehensive General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
 - (b) Blanket Contractual Liability
 - (c) I Blanket "X", "C", and "U"
 - (d) Products/Completed Operations Insurance
 - (e) Broad Form Property Damage
 - (f) Personal Injury Coverage
- 3. Automobile Liability
 - (a) \$1,000,000 limit of liability
 - (b) Comprehensive form covering all owned, non-owned and hired vehicles
- 4. Umbrella Liability Insurance
 - (a) \$1,000,000 limit of liability
 - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

INSURANCE REQUIREMENTS (continued)

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability. Insurance must be maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause with respect to each insured. Such policies shall be non-cancelable except upon 30 days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read:

The City of Dunwoody 41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346

BONDING REQUIREMENTS

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

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

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT Name of Contractor: Address of Contractor: (Corporation, Partnership and or Individual) hereinafter called Principal, and (Name of Surety) (Address of Surety) A corporation of the State of ______, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto: City of Dunwoody Georgia (Name of Obligee) 41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 (Address of Obligee)) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

4Plies Type IV and Gravel Twenty Year Roof System

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

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

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended,

and shall be constructed as a bond in compliance with the requirements thereof. **ATTEST:** (Principal Secretary) (Principal) (Seal) BY: _____ (Address) (Witness to Principal) (Address) (Surety) **ATTEST:** (Attorney-in-Fact) and Resident Agent (Attorney-in-Fact) (Seal) (Address) (Witness as to Surety)

(Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT
(Name of Contractor)
(Address of Contractor)
a(Corporation, Partnership or Individual)
(Corporation, Partnership or Individual)
Hereinafter called Principal, and
(Name of Surety)
(Address of Surety)
A Corporation of the State of and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto
The City of Dunwoody, Georgia
(Name of Obligee)
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346 (Address of Obligee)
hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or
furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:Dollars (\$) in
lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents
The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated for:
NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements
of said contract during the original term of said contract and any extensions thereof that may be granted by
the oblige, with or without notice to the Surety, and during the life of any guaranty required under the
contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions
and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then
his obligation shall be void, otherwise to remain in full force and effect.
PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be

performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be

performed there under.

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

Signed, sealed, and dated this	day of		, 2013
ATTEST:			
(Principal Secretary)		(Principal)	
(SEAL)			
BY:			
(Witness to Principal)			
(Address)			
(Surety)			
ATTEST:			
Attorney-in-Fact) and Resident Agent			
(Attorney-in-Fact) (Seal)			
(Address)			
(Witness as to Surety)			
(Address)			

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)
(Address of Contractor)
a
a(Corporation, Partnership or Individual)
Hereinafter called Principal, and
(Name of Surety)
(Address of Surety)
a Corporation of the State of and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto
The City of Dunwoody Georgia (Name of Obligee)
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346 (Address of Obligee)
hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of
Dollars (\$) in lawful
money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Obligee, dated for
NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be

performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

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

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

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

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

Signed, sealed, and dated this	day of	, 2013
ATTEST:		
(Principal Secretary) (Seal)	(Principa	1)
(Scar)	BY:	
(Witness to Principal)	——————————————————————————————————————	dress)
(Address)	(Su	rety)
ATTEST	BY:	

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)	
(Seal)	
(Address)	
(Witness as to Surety)	
(Address)	

MAINTENANCE BOND

PROJECT NO: BOND NO:	DEKALB COUNTY, GEORGIA	
	SE PRESENTS that we, as Surety, are held and firmly bound	as Principal, and
GEORGIA, as Obligee in the	sum of one-third of the contract bid for heir heirs, administrators, executors, su	r the payment of which said Principal
System. Said work has now	s entered into an agreement with the Cit been completed and the Obligee desire a period of one year beginning	es a maintenance bond guarantee said
fully indemnify and save harm for any repairs or replacement then this obligation shall be n	ts required because of defective workm	and all loss, costs, expenses or damages, anship or materials in said construction in full force and effect as to any such
Signed, sealed and dated thi	is day of	, 2013
Witness:		
(Principal)		
(Name of Surety Company)		
(Attorney-in-fact)		

QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Bidder to sign and return)

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

Authorized Signature	Date
- -	
Print/Type Name_	
Print/Type Company Name Here	

CORPORATE CERTIFICATE

I,	_, certify that I am the S	ecretary of the Corporation named as
Contractor in the foregoing bid; that		who signed said bid
in behalf of the Contractor, was then (title)_		of said Corporation; that said bid
was duly signed for and in behalf of said C	corporation by authority of	f its Board of Directors, and is within
the scope of its corporate powers; that sa	aid Corporation is organ	ized under the laws of the State of
This	day of	, 20
(Signature)	(Seal)	

LIST OF SUBCONTRACTORS

I do	, do not	, propose to subcontract some of the work on this project.	I propose to
Subcontract	work to the follo	wing subcontractors:	
Company N	ame:		

GUIDELINE SPECIFICATIONS 4PLIES TYPE IV AND GRAVEL TWENTY YEAR ROOF SYSTEM

1.0 Related Documents

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 General Requirements, and other applicable specification sections in the Project Manual, apply to the work specified in this Section.

1.1 General Description (Scope of Work)

A. The scope of work shall include the removal and disposal of all components of the existing asphalt based roof system including but not limited to flashing, ply sheets, gravel, metal counter flashings, pitch pockets, gutters, downspouts, expansion joints, recovery boards, and insulation down to the existing concrete deck substrate. Work shall also include the preparation of the concrete deck substrates to receive the hot asphalt attachment of a rigid tapered insulation system. Tapered insulation with a slope of 1/4" in 12 shall only be installed if required to provide positive drainage for the roof. New flat ridge insulation shall be installed to provide a minimum insulation value of R-20. Over the hot asphalt applied insulation system, installing contractor shall also hot asphalt apply specified ½" recovery board. Work shall include the asphalt attachment of (4) four base plies of type IV felt. Work will include the application of a flood coat of hot asphalt and the embedment of pea gravel in the molten asphalt. Flashing for the roof walls and penetrations shall be performed by the installation of (2) plys of modified bitumen membrane. Work shall also include the installation of new gutters, down spouts, wood blocking, surface mounted counter flashings, pitch pockets, penetration boots, expansion joints, vent hoods, conductor heads Scope of Work for application of specified asphalt based roof system shall be performed in a manner to provide the owner with a watertight (20) twenty year warrantable roof system. Warranty to be provided to the owner shall be a no dollar limit warranty covering all components of the installed roof system.

1.2 References

- A. The publications listed below form a part of the Specification to the extent referenced. The publications are referred to in the text by the basic designation only. References for products specified shall take precedence over tested referenced publications.
- B. The edition/provision of the referenced publication shall be the latest date as of the date of the Contract Documents, unless otherwise specified.
- C. American Architectural Manufactures Association (AAMA).
- D. American Wood Preservers Bureau (AWPB)
 - 1. AWPBLP-2: Standard for Softwood Lumber, Timber and Plywood, Pressure Preservative Treated with Water Borne Preservative for Above Ground Use
- E. APA: The Engineered Wood Association (APA)
 - 1. APA PRP-108: Performance Standards and Policies for Structural Use Panels
- F. Approved Society for Testing and Materials (ASTM)
 - 1. ASTM D 1621: Compressive Strength of High Density Recovery Board
 - 2. ASTM E 84: Flame Spread Polyiso Foam Core
 - 3. ASTM E 548: Standard Guide for General Criteria Used for Evaluating Laboratory Competence

- 4. ASTM E 329: Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
- 5. ASTM E 108: Standard Test Method for Fire Tests of Roofing Covering
- 6. ASTM D 5957: Standard Guide for Flood Testing Horizontal Waterproofing
- 7. ASTM C 1289-01, 02: Standard Specification for Polyisocyanurate Board
- 8. ASTM D 6163-97: Standard Guide for Performance Characteristics of SBS Modified Bitumen Sheets with Glass Fiber Reinforcements
- 9. ASTM D 6167-97: Standard Guide for Performance Characteristics of SBS Modified Bitumen Sheets with Polyester Reinforcements
- 10. ASTM D 6162-97: Standard Guide for Performance Characteristics of SBS Modified Bitumen Sheet with Combination Polyester and Glass Reinforcements
- 11. ASTM D 6162-97: Standard Guide for Performance Characteristics of SBS Modified Bitumen Sheet with Combination Polyester and Glass Reinforcements
- 12. ASTM D 4586: Specification for Asphalt Roof Cement
- 13. ASTM D 2178: Standard Guide for Performance Characteristics of Ply IV Fiberglass Base Sheets
- 14. ASTM C 208: Standard Guide for Performance Characteristics of Fiberboard
- G. Factory Mutual (FM)Research Corporation
 - 1. FM 1-90, 1-180: Factory Mutual Wind Testing
 - 2. FM 4470: Approval Standard for Class I Roof Covering
- H. National Roofing Contractors Association (NRCA)
 - 1. NRCA RWM: NRCA Roofing and Waterproofing Manual
- I. Polyisocyanurate Insulation Manufacturers Association (PIMA)
 - 1. LTTR: Long-Term Thermal Resistance for R-Values
- J. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - 1. SMACNA
- K. Federal Specification for Polyisocyanurate Insulation
 - 1. HH I 1972/Gen and HH I 1972/2 Class 1 and ASTM C 1289-01, 02.

1.3 Quality Assurance

- A. The installing contractor/bidder shall be one who is proficient in the installation of SBS (Styrene Butadiene Styrene) roofing systems and must have installed a minimum of two (2) inspected projects warranted for labor and materials within one year of the commencement of this project. Installing applicators (field personnel) shall be employees of the bidding contractor; sub-contractor labor shall not be acceptable.
- B. The installing contractor/bidder shall supply to the owner his own company's standard two-year warranty, which covers leaks and repairs due to his company's workmanship, for the first two years after installation of the specified roof system.
- C. The installing contractor/bidder shall also supply to the owner the roof system manufacturer's twenty-year total system warranty that covers labor and all materials supplied by the membrane manufacturer, including but not limited to recovery board insulation, membrane, mechanical fasteners, adhesives, and sealants. The warranty shall have a stated wind speed coverage of 55 miles per hour and shall be a no dollar limit warranty, not limited to the original installed cost.
- D. Edge metal, metal coping caps, and gutters shall be installed in a manner conforming to requirements set forth by the I.B.C. for the attachment of edge metal found in the 2006 International Building Code.
- E. All sheet metal items shall be fabricated and installed in accordance with applicable provisions of Sheet Metal and Air Conditioning Contractors National Association, Inc. Manual, abbreviated in these specifications as SMACNA Manual.
- F. The new gravel surfaced built up roof system shall be Underwriters Laboratories (UL) Class A fire rated Asphalt attached recovery board and insulation shall be attached per the roof system manufactures requirements to provide the specified wind requirements. All components of the specified roof system shall be attached to the prepared substrate per the roof system manufacturer's requirements to withstand winds of up to 55 miles per hour. Attachment shall be warranted by the roof system manufacturer to the roof facilities owner to withstand winds up to 55 miles per hour.

- G. Prior to commencing any roofing work, the installing roofing contractor shall arrange a pre-roofing conference with the owner, owner's representative, or owner's designated employee, to discuss safety and other concerns pertaining to employees, pedestrians, and visitors and work in progress. After commencement of roofing, meetings shall be held weekly/as requested by owner's representative to discuss the jobs progress.
- H. The roof system shall be installed per these written specifications and per the roof system manufacturer's requirements and written specifications. Prior to installation, any roof system deviations, all deviations shall be submitted to the owner's representative for approval. All deviations shall be signed off on by the roof system manufacture prior to submittal to the owner's representative.
- I. Installing contractor/bidder shall take every precaution necessary to insure that water does not enter building during the re-roofing/recovery process. Watertight nighttime tie-offs shall be mandatory.
- J. Provide twenty-year finish warranty from metal manufacturer for all metal products used to form metal expansion joint cover caps., gutters, down spouts and edge metal.
- K. All materials, which are to be removed from the roof, and related debris caused by work associated with this project shall be disposed of in a manner conforming to all local and state codes.
- L. Insulation shall be an HCFC-free, zero ozone depletion product with an R-value of 20 calculated per LTTR values.
- M. Installing roof membrane contractor shall have been in business not less than (5) five years and must be a licensed contractor in good standing with the roof system manufacturer.
- N. The installing contractor shall be a licensed contractor in good standing with the Georgia Roofing and Sheet Metal Association.
- O. The owner reserves the right to accept or reject bids based on his judgment of the capability of the bidding roof contractor regardless of price.
- P. Installing contractor shall provide as part of his total bid proposal their company's (5) five-year Maintenance Program including the following:

The roofing contractor shall provide as part of bid proposal for a period of five (5) years a bi-annual preventative maintenance program designed to minimize roof problems, control leaks, and adhere to the terms of the warranty. The program shall be administered by a full-time employee of the installing contractor and shall include but not be limited to the following:

- 1. Inspection Frequency: Bi-annual (minimum five months between inspections) *and* following storms with winds (over 50 mph).
- 2. Written Report Distribution: Owner and Manufacturer's Warranty Services Department.
- 3. Photograph Distribution: Owner and Roof System Manufacturer.
- 4. Inspection of Discharge Areas to Insure Proper Protection: Provide recommendations to owner if discharges are determined to be detrimental to roof system.
- 5. Cleaning of drains and removal of all trash (leaves, sticks, paper, etc.) from gutters and roofs surface
- 6. Maintenance of general-purpose sealants installed by roofing contractor.
- 7. Inspection for tears, punctures, and abrasions not covered under the terms of the warranty. If detected, documentation shall be provided to the owner and roof system manufacturer for their records and to determine a course of action for repair.
- 8. The roof system manufacturer's inspector shall be available for additional inspections at the owner's request within ten (10) calendar days of the owner's request.

1.4 Job Conditions

- A. Materials shall be stored only in places designated for storage by owner/owner representative. Storage areas shall be marked and posted.
- B. All materials shall be delivered to job site in original sealed containers or packages bearing manufacturer's name and brand designation.
- C. Materials shall be dry and in an undamaged condition when applied and shall not be installed during weather that will prevent ply felts, flat and tapered insulation if required, insulation crickets, cants,

- recovery boards, asphalt, adhesives, and sealants from being applied at the proper temperature per the roof system manufacturer's written requirements.
- D. If the roof area to be re-roofed/recovered is greater than that which can be completed in one day, re-roof/recover only that portion of the existing roof system that can be covered with ply felts and placed in a dry condition at the end of a day's work. Nighttime waterproofed tie-offs are required at the end of each day's work.
- E. Surfaces and substrates shall be free of ponding water, ice, and snow during roofing process so as not to promote any future condensation problems and to insure adhesion of insulation and recovery boards
- F. Do not install damaged or wet materials. Install products at proper temperature per manufacturer's details and specifications.
- G. All insulation, recovery boards and ply felts, shall be tarped at the job site. The use of polyethylene as tarps is unacceptable. The owner representative has the authority to require the installing roofing contractor to remove and replace improperly tarped insulation, recovery boards and ply felts from the job site at the contractor's expense.
- H. The area beneath the asphalt kettle shall be tarped and the tarp shall extend a minimum of 10' in all directions from the kettle itself. The kettle shall have a <u>functioning fume recovery system</u>. Kettles without functioning fume recovery systems will not be acceptable.

1.5 Submittals

- A. <u>All submittals must accompany bid proposal</u>. <u>Bid proposals without required submittals will not be accepted</u>. Submittals shall be attached to bid proposals.
- B. Supply written verification from the roof system manufacturer that the bidding contractor is a licensed contractor in good standing.
- C. Supply a copy of roof system manufacturer's warranty stating coverage, as required in these specifications.
- D. Provide written verification of the attachment rate that asphalt that will be applied to prepared substrates to meet specified wind requirements.
- E. Provide written, notarized verification of date of formation of bidding contractor's company.
- F. Provide written verification from the Georgia Roofing and Sheet Metal Association that the bidding contractor has been a member of the Georgia Roofing and Sheet Metal Association for a period of not less than two years.
- G. Provide copy of metal manufacturer's 20-year finish warranty.
- H. Provide written verification from insulation manufacturer that insulation is an HCFC-free, zero ozone depletion product. Also provide verification that the insulation product will be warranted by the roof system manufacturer.
- I. Provide physical data sheets for verification that roofing materials listed in 2.1 Product Description comply with physical characteristics, as required and stated in these guideline specifications. Provide physical data sheets for properties of Ply 4 felts.
- J. Provide copy of five-year roof maintenance agreement outlined herein, which is included in the cost of roof installation by the installing roof system contractor.
- K. Provide a copy of the roof system manufactures warranty showing required 55 mile per hour wind attachment requirements are covered under the terms of the warranty

1.6 Material Storage

- A. Materials shall be stored in their original tightly sealed containers or unopened packages. Consult material data sheets for shelf life of each material. Do not use materials after their shelf life has expired.
- B. Materials shall be stored in a neat, safe manner so as not to exceed allowable live load of roof and out of the weather in a clean, dry area. This specification is acceptable for use with a structure designed to support lightweight roof assemblies. However, it is the sole responsibility of the installing roofing contractor to insure that the work activities associated with the specified scope of work for this project do not overload the structure. Potential live load, such as ponding water, should be corrected in order to relieve structure of potential live loads and insure warrantability of roof system. Definition of ponding water shall be that of the National Roofing Contractors Association

- (NRCA). Ponding water shall be addressed through the installation of tapered insulation in areas designated by owner's representative at pre-bid meeting.
- C. The use of <u>polyethylene</u> is <u>not</u> acceptable as tarps for insulation and insulation recovery board. The owner representative has the authority to require that improperly tarped insulation and insulation recovery board be removed from the job site and replaced at the expense of the installing contractor.
- D. Any materials damaged in handling or storage are not to be used.
- E. Install and store all materials per the manufacturer's written specifications and requirements.
- F. Do not install wet or damaged insulation or recovery boards.

PART II—Products/Systems

- 2.0 Acceptable Manufacturers for Ply 4 felts
 - A. SBS Membrane Cap Sheet
 - 1. Garland.
 - 2. Tamko
 - 3. Manville
 - 4. GAF
 - B. SBS Flashing base and granular cap
 - 1. Garland.
 - 2. Tamko
 - 3. Manville
 - 4. GAF
 - C. Polyisocyanurate Insulation
 - 1. Garland
 - 2. Tamko
 - 3. Manville
 - 4. GAF
 - 5. Any manufacturer of polyisocyanurate insulation approved/accepted by the roof system manufacturer.
 - D. Recovery Boards
 - 1. Garland.
 - 2. Manville
 - 3. Tamko
 - 4. GAF
 - 5. Any manufacturer of recovery boards approved/accepted by the roof system manufacturer and warrantied by the roof system manufacture
 - E. Asphalt (Type IV)
 - 1. Any manufacturer of type IV asphalt approved/accepted by the roof system manufacturer.
- 2.1 Product Description for Type IV Ply Sheet
 - A. Ply IV shall be a high quality fiber glass mat asphalt coated sheet meeting the following criteria
 - 1. Top and Bottom surface: R lease agent
 - 2. Meets ASTM D2178
 - 3. Minimum tensile strength: 44 lbs.
 - B. SBS flashing material cap sheet shall be a granular surfaced reinforced membrane that is with the following minimum physical properties:

Top surface: white granular
 Nominal thickness: 140 mils

3. Roll weight: 103 lbs per 1-square roll

4. Max load at 73.4°F +/- 3.6°F lbf/in: 165
5. Elongation at 73.4°F +/- 3.6°F: 8%
6. Compound stability: 225°F

- C. SBS flashing base sheet shall be a smooth surfaced SBS base sheet approved by the roof system manufacture as the base sheet for a (2) two ply SBS flashing
- D. Polyisocyanurate insulation shall be approved/provided by the roof system manufacturer. Polyisocyanurate insulation shall conform to ASTM D 1289-01, 02 and shall have the following physical properties:

Flame spread: ASTM E 84, 25 max
 Compressive strength: ASTM 1621, 20 psi

3. Water absorption: ASTM C 209, < 1% by volume

4. Product density: 2 pounds per cubic foot

5. Minimum thickness: 1.5" (adjust drain heights as necessary)

6. Board size: 4'x4'

7. Tapered insulation: ½" in 12 slope (if required)

8. Tapered insulation crickets: ½" in 12 slope (between drains If required)

9. Average R-value: 15 for total tapered insulation system (if required) Flat insulation shall have a R of 20 for all flat Polyisocyanurate

E. Recovery boards (fiberboard) shall be approved/provided by the roof system manufacturer. Recovery boards shall meet the requirements of ASTM C 208 and shall have the following physical properties:

Thickness (nominal inches): ½"
 Board size: 4'x4'

- F. Edge metal and all metal used as a component of the roof system shall be formed from 24-gauge Kynar coated steel. Owner representative shall choose color from standard manufacturer's colors. Manufacturer shall provide owner with 20-year finish warranty on metal used for gutters, downspouts, and expansion joint cover.
- G. Asphalt used to attach ply sheets to recovery boards shall be type IV conforming to ASTM D 312 and shall be applied at a rate of 25 lbs +/-15% per 100 square feet of roofing. Do not overheat asphalt past manufacturer's published E.V.T. Asphalt shall be approved/provided by roof system manufacturer. Asphalt shall be applied at a rate of 90 lbs. per 100 square foot for top flood coat in which pea gravel shall be embedded.
- H. Asphalt application rate for attachment rate of insulation to concrete deck, insulation to insulation, and recovery board to insulation shall be approved/provided by roof system manufacturer. Asphalt shall be applied at a rate/ coverage to obtain specified wind warranty.
- Accessories items shall, whenever possible, be supplied by the roof system manufacturer. Prior to their installation, accessory items not supplied by the roof system manufacturer shall be approved prior to their installation by the roof system manufacturer for use as components of the specified roof system.

PART III—Execution

3.0 IV Ply Asphalt Built Up Roof System:

- A. Remove and dispose of all components of the existing asphalt based roof system including but not limited to flashing, metal counter flashing, gutters, downspouts, leader heads, ply sheets, gravel, recovery boards, edge metal, metal components, pitch pockets, and insulation down to the supporting concrete deck substrates.
- B. Inspect concrete deck substrates thoroughly to insure the integrity of decking to support anticipated live loads, which might be placed on the deck. Report any areas of concern to the owner representative for dispensation.
- C. Prepare concrete deck substrates per the roof system manufacturer's requirements to attach the specified components of the specified roof system.

- D. Prior to the installation of the tapered/flat insulation system, raise/lower drains as necessary to provide positive drainage into drains. Sump all drains. Install new cast aluminum drain screens over drains.
- E. Prior to the installation of the tapered/flat insulation system, raise all penetrations as necessary to provide a minimum of 8" of flashing.
- F. Over prepared concrete substrates, hot asphalt apply specified tapered/flat polyisocyanurate insulation system. Apply hot asphalt at a rate and temperature specified by the roof system manufacture. Asphalt attach insulation per roof manufacturer's FM 1-90 requirements for attachment. During installation, insulation boards should be butted together as closely as possible. Gaps greater than 1/8" are not acceptable and should be corrected. Weight walk in all insulation boards to insure adhesion/ proper setting of insulation. The owner representative may require the removal and replacement of improperly installed insulation boards by the installing roofing contractor at his expense.
- G. Over hot asphalt applied insulation system, hot attach specified recovery boards. Butt recovery boards as closely as possible. Gaps greater than 1/8" are not acceptable and should be corrected per the roof system manufacturer's requirements.
- H. Install (4) four plies of specified glass base ply felt sheets in hot type IV asphalt. Ply sheets should be installed per the roof system manufacturer's written requirements to achieve specified watertight (20) twenty year warrantable roof system. Insure that end and side laps of sheets are installed properly and that asphalt bleed-out is visible along the edge of each end and side lap of the installed ply sheet.
- I. Over asphalt-applied ply sheets apply specified flood coat of asphalt and pea gravel per roof system manufactures written requirements.
- J. Install cants as required by roof system manufacturer along all walls and at penetrations. Install cants as necessary to meet roof system manufacturer's written requirements to achieve specified watertight (20) twenty year warrantable roof system.
- K. Install a base ply flashing at walls and at all penetrations as required by the roof system manufacturer. All flashings shall be a minimum of two plies, consisting of the roof system manufacturer's SBS base sheet (minimum of 90 mils thick) and the specified granular SBS cap sheet. All flashings are required to receive the specified two ply flashing system.
- L. Install new gutters, downspouts, leader heads formed from specified metal. New metal components shall match in size and dimension that of those removed. Including metal counter flashing.
- M. Install new curb expansion joint detail with a metal cap. Install a continuous strip of 45 mil. EPDM over the top of the expansion joint under metal cap. Reference roof system manufactures approved details for curb detail.
- N. Install specified roof system to meet roof system manufacturer's requirements and these guideline specifications to provide the owner with a watertight 20-year warrantable roof system.

PART IV—Other

- A. Prior to the commencement of work, portable bathrooms must be provided at the job site for the workforce. Facilities will be off limits to workforce.
- B. Roof system manufacturer shall accept and warrant the completed roof system for the time period specified.
- C. Remove and dispose of all roofing work related materials and debris, leaving job site grounds clear of all materials and waste related to these specifications promptly after completion of the project. All project related debris shall be disposed of in a manner conforming to all local and state requirements.
- D. Upon completion of the specified roof system, a technical representative of the roof system manufacturer shall inspect and verify that the new roof system has been installed per the roof system manufacturer's specifications and details. Sales representatives are not acceptable as inspectors of the completed roof system

EXHIBIT B

BID SCHEDULE

4Plies Type IV and Gravel Twenty Year Roof System

Bid: Installation of Roof System:	
4Plies Type IV and Gravel Twenty Year Roof System (Lump Sum)	
Гоtal Bid:	
Γotal Bid in words:	

CITY OF DUNWOODY

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

These Instructions will apply unless a particular item is specifically addressed in the solicitation document.

1. PREPARATION OF BIDS:

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

2. DELIVERY:

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

3. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information

is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although Purchasing will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with Purchasing prior to bid submittal.

4. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Dunwoody Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. The City of Dunwoody is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by the City. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

5. WITHDRAWAL OF BID DUE TO ERRORS:

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

6. TESTING AND INSPECTION:

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

7. F.O.B. POINT:

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

8. PATENT INDEMNITY:

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

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

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

10. DISCOUNTS:

In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

11. AWARD:

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

12. DELIVERY FAILURES:

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

13. CITY FURNISHED PROPERTY:

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

14. REJECTION AND WITHDRAWAL OF BIDS:

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

15. CONTRACT:

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

16. NON-COLLUSION:

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

17. DEFAULT:

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

18. TERMINATION FOR CAUSE:

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

19. TERMINATION FOR CONVENIENCE:

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

20. DISPUTES:

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

21. SUBSTITUTIONS:

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

22. INELIGIBLE BIDDERS:

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

23. BUSINESS LICENSE:

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

24. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

25. TAX LIABILITY:

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

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

26. GENERAL CONTRACTORS LICENSE:

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

27. INDEMNIFICATION:

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

28. ENVIRONMENTAL SUSTAINABILITY

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

29. AFFIDAVIT AND AGREEMENT FOR PHYSICAL PERFORMANCE OF SERVICES AS DEFINED BY O.C.G.A. 13-10-90

When applicable, awarded vendor will be required to submit a City supplied Affidavit and Agreement (sample on City website) in accordance with O.C.G.A. 13-10-90 as part of the contract execution process.

30. AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

Awarded vendor will be required to submit an Affidavit Verifying Status for City Public Benefit Application (sample on City website) in accordance with O.C.G.A. 50-36-1 as part of the contract execution process.