

## **REQUEST FOR PROPOSAL**

### **LLOYDS LANDING RECREATION AREA CHILD'S PLAY AREA FOR THE CITY OF HIAWASSEE, GEORGIA**

Proposals will be received by the City of Hiawassee, Georgia (OWNER), for furnishing all materials, labor, tools, equipment, and any other miscellaneous items necessary for installation of a Child's Play Area.

Project specifications and bid package are available from the City of Hiawassee website at [www.hiawasseega.gov](http://www.hiawasseega.gov):

Proposals will be received at Hiawassee City Hall, 50 River Street, Hiawassee, Georgia 30546 until 2:00 PM on Friday, June 19, 2020. Any proposal received after said date will not be considered by OWNER. Proposals will be evaluated by OWNER and the project will be awarded, if it is awarded, within five (5) days of the proposal due date. If a contractor is not selected within ten (10) days of the proposal due date, any bidder that is determined by the OWNER to be unlikely of being selected for contract award shall be released from their proposal.

**The Project consists of, but is not limited to the following major elements:**

#### **Supply and installation of a Child's Play Area, Lloyd's Landing Recreation Area of Lake Chatuge**

Contractor will be selected with the best design that complements the natural elements of Lloyds Landing Recreation Area and competitive pricing.

Time of completion for all work associated with this project shall be sixty (60) consecutive calendar days from the date of a written "Notice to Proceed" from OWNER.

For technical questions regarding this project, you may call Mayor Liz Ordiales (706) 896-2202 or by email to [mayor@hiawasseega.gov](mailto:mayor@hiawasseega.gov).

The successful bidder will be required to furnish OWNER with general liability insurance.

All proposals must be made out on the bid form of the type enclosed in the Contract Documents. No interlineation, additions, or deletions shall be made in the bid form by the BIDDER.

CONTRACTORS and SUBCONTRACTORS bidding on this Project will be required to comply with all Federal, State, and local laws.

OWNER reserves the right to waive any informality or to reject any or all proposals, to evaluate proposals, and to accept any proposal which in its opinion may be in the best interest of the OWNER. No proposal will be rejected without just cause.

Liz Ordiales, Mayor  
Hiawassee, Georgia

END OF SECTION

**Contract Documents**

**LLOYDS LANDING RECREATION AREA  
CHILD'S PLAY AREA  
FOR THE CITY OF HIWASSEE, GEORGIA**

**June 2020**

**Prepared by:**

**City of Hiawassee**

**CONTRACT DOCUMENTS  
CHILD’S PLAY AREA  
LLOYDS LANDING RECREATION AREA  
FOR THE CITY OF HIAWASSEE, GEORGIA**

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Attachments

- Exhibit A – Play area specifications
- Exhibit B – Sample design play area concept

BID FORM

**Lloyds Landing Recreation Area  
CHILD'S PLAY AREA  
City of Hiawassee, Georgia**

THIS BID IS SUBMITTED TO:

City of Hiawassee \_\_\_\_\_  
50 River Street \_\_\_\_\_  
Hiwassee, GA 30546 \_\_\_\_\_  
706-896-2202 \_\_\_\_\_

*(Hereinafter called "Owner")*

THIS BID IS SUBMITTED BY:

*(Name)* \_\_\_\_\_  
*(Address)* \_\_\_\_\_  
\_\_\_\_\_  
*(Telephone)* \_\_\_\_\_

*(Hereinafter called "Bidder")*

BIDDER, in compliance with the Advertisement for Bids for the construction of this project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the Work required under the CONTRACT DOCUMENTS, of which this proposal is a part.

**BID SCHEDULE**

**Lloyds Landing Recreation Area  
Child's Play Area**

**The Contractor is directed to Section 01025 "Measurement and Payment" for the Scope of Work, methods and limits for payments to the Contractor for the pay items listed below.**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. No. of Units</u>	<u>Unit Price Bid</u>	<u>Total for Item</u>
1.0	Child's Play Area	Lump Sum	1	_____ Dollars and Cents _____ (Unit Price in Words)	

**Total Amount Base Bid: \$** \_\_\_\_\_

**(Price in Words)**

NOTE: Amounts shall be shown in words and figures; the amount written in words shall take precedence.

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete WORK within a total construction time of sixty (60) consecutive calendar days of the date specified in this "Notice to Proceed".

CONTRACTOR agrees to perform all of the construction of the project complete with appurtenances and accessory work described in the Specifications and shown on the Drawings for the above scheduled price(s).

The above scheduled price(s) shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

CONTRACTOR understands that OWNER reserves the right to reject any or all proposals and to waive any informality.

CONTRACTOR agrees that his/her proposal shall be good and may not be withdrawn for a period of ten (10) calendar days after the scheduled due date for receiving proposals



SECTION 00495

CONTRACTOR AFFIDAVIT FOR ELECTRONIC VERIFICATION OF WORK AUTHORIZATION PROGRAMS [under O.C.G.A. § 13-10-91(b)(1)]

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Hiawassee, Georgia (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor here attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Contractor

Lloyds Landing Recreation Area – Child’s Play Area  
Name of Project

City of Hiawassee, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_, 2020, in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

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

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

Subscribed and sworn before me  
On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description

The site of the proposed work is in Hiawassee, Georgia. The project consists of, but is not limited to, the following major elements:

**Supply and installation of a child’s play area Lloyds Landing Recreation Area of Lake Chatuge**

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete all work associated with this project in a total construction time of SIXTY (60) consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids and has decided to award you the Contract.

You are hereby notified that your Bid has been accepted for the Contract Price of \$\_\_\_\_\_ for the Lloyds Landing Recreational Area which is based on the Lump Sum Prices shown on the Bid Form (Section 00300).

Please execute the Agreement and furnish the required CONTRACTOR's Certificate of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Certificate of Insurance within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF HIAWASSEE, GEORGIA  
OWNER

BY: \_\_\_\_\_  
Liz Ordiales, Mayor

ACKNOWLEDGEMENT OF NOTICE

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**AGREEMENT**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020, by and between the City of Hiawassee, Georgia (hereinafter called OWNER), and \_\_\_\_\_ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

The Project consists of, but is not limited to the following major elements:

**Supply and installation of a Child’s Play Area at Lloyd’s Landing Recreation Area of Lake Chatuge.**

**ARTICLE 1 - WORK**

CONTRACTOR shall complete all WORK as specified or indicated in the CONTRACT DOCUMENTS. The WORK described previously includes all material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Technical Specifications and Construction Drawings.

**ARTICLE 2- CONTRACT TIME**

3.1 CONTRACTOR agrees to commence WORK within ten (10) days of a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the contract in a total construction time of sixty (60) consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

**ARTICLE 3 - CONTRACT PRICE**

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows: (Amount in words \_\_\_\_\_)  
(\$ \_\_\_\_\_).

**ARTICLE 4 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Application for Payment for delivered materials. Proof of delivery shall be provided to City. Final application for payment will be at completion of work.

**ARTICLE 5 - INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, 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, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent 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 of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER 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 set forth in this paragraph 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 workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 6 - CONTRACT DOCUMENTS**

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 6.1 This Agreement
- 6.2 Exhibits to this Agreement include the following:  
Request for Proposal, Bid Form, and associated documents
- 6.3 Notice of Award

## **ARTICLE 7 - MISCELLANEOUS**

- 7.1 Drawings, which are sometimes referred to herein as "plans" are defined as all (a) drawings furnished by OWNER as a basis for bids; (b) supplementary drawings furnished by OWNER to clarify and to define in greater detail the intent of the Contract Drawings and Specifications; (c) drawings submitted by the successful bidder with his bid, provided such drawings are acceptable to OWNER; (d) drawings furnished by OWNER to CONTRACTOR during the progress of the WORK; and (e) engineering data and drawings submitted by the CONTRACTOR during the progress of the WORK, provided such drawings are acceptable to OWNER.
- 7.2 CONTRACTOR shall provide Comprehensive General Liability Certificate of Insurance
- 7.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the CONTRACT DOCUMENTS.

## **ARTICLE 8 - PROVISIONS FOR TERMINATION OF CONTRACT**

### **8.1 OWNER May Terminate for Cause**

- A. The occurrence of any one or more of the following events will justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Completion Time.
  - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  - 3. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 8.1.A occur, Owner may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site and take possession of the Work.
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 8.1.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by a third party as to their reasonableness and, when so approved by third party, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 8.1 B and 8.1 C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

## **8.2 Contractor May Stop Work or Terminate**

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 45 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor, including interest thereon.

## **8.3 Excusable Delays: The right of CONTRACTOR to proceed shall not be terminated nor shall CONTRACTOR be charged with liquidated damages for any delays in the completion of the work due:**

- 8.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
- 8.3.2 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of a public enemy, acts of another CONTRACTOR in the performance of some other contract with OWNER, fires, floods,

epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;

CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK. CONTRACTOR is aware that he must be licensed to do business in the State of Georgia, as well as in the County of Towns Georgia.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER, and CONTRACTOR.

OWNER: CITY OF HIAWASSEE

CONTRACTOR:

BY: \_\_\_\_\_  
Liz Ordiales

\_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

\_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk

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

(Seal)

**ADDRESSES FOR GIVING NOTICE**

OWNER:

CONTRACTOR:

City of Hiawassee, Georgia \_\_\_\_\_

\_\_\_\_\_

50 River Street \_\_\_\_\_

\_\_\_\_\_

Hiawassee, Georgia 30546 \_\_\_\_\_

\_\_\_\_\_

Phone: 706-896-2202 \_\_\_\_\_

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

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

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

END OF SECTION

## SECTION 01025

### SCOPE OF WORK

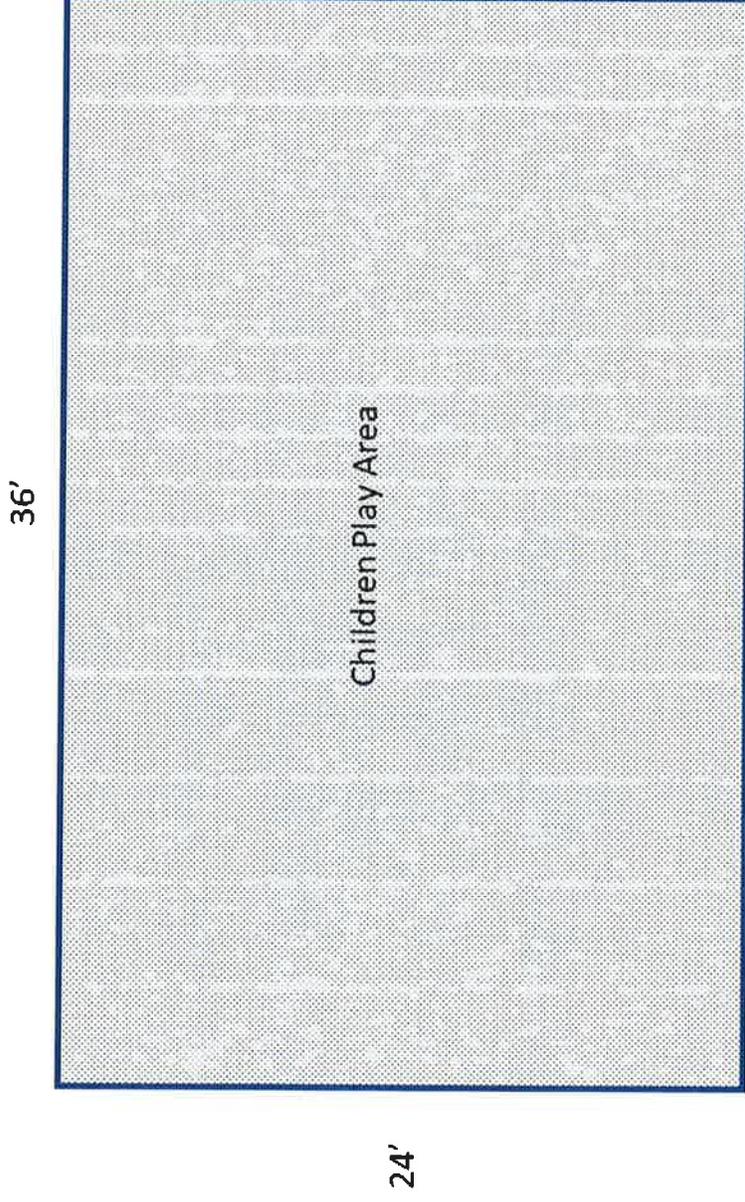
#### 1.01 SCOPE OF WORK

Design and install a child's play area at Lloyd's Landing Recreation Area. The play area is intended to be used by children ranging in age from toddler through adolescence and one that will blend into the natural scenery of Lloyds Landing. An example of such design is pictured in Exhibit B.

- A. Contractor shall provide a sketch for the proposed child's play area and will have approval of the play area plan prior to installation. Creativity is encouraged.
- B. Contractor shall supply materials, labor and installation of the approved child's play area.
- C. Contractor shall bid a lump sum price for this item.

Children Play Area – on shoreline @ Decommissioned Low Water Boat Ramp

**Exhibit A**



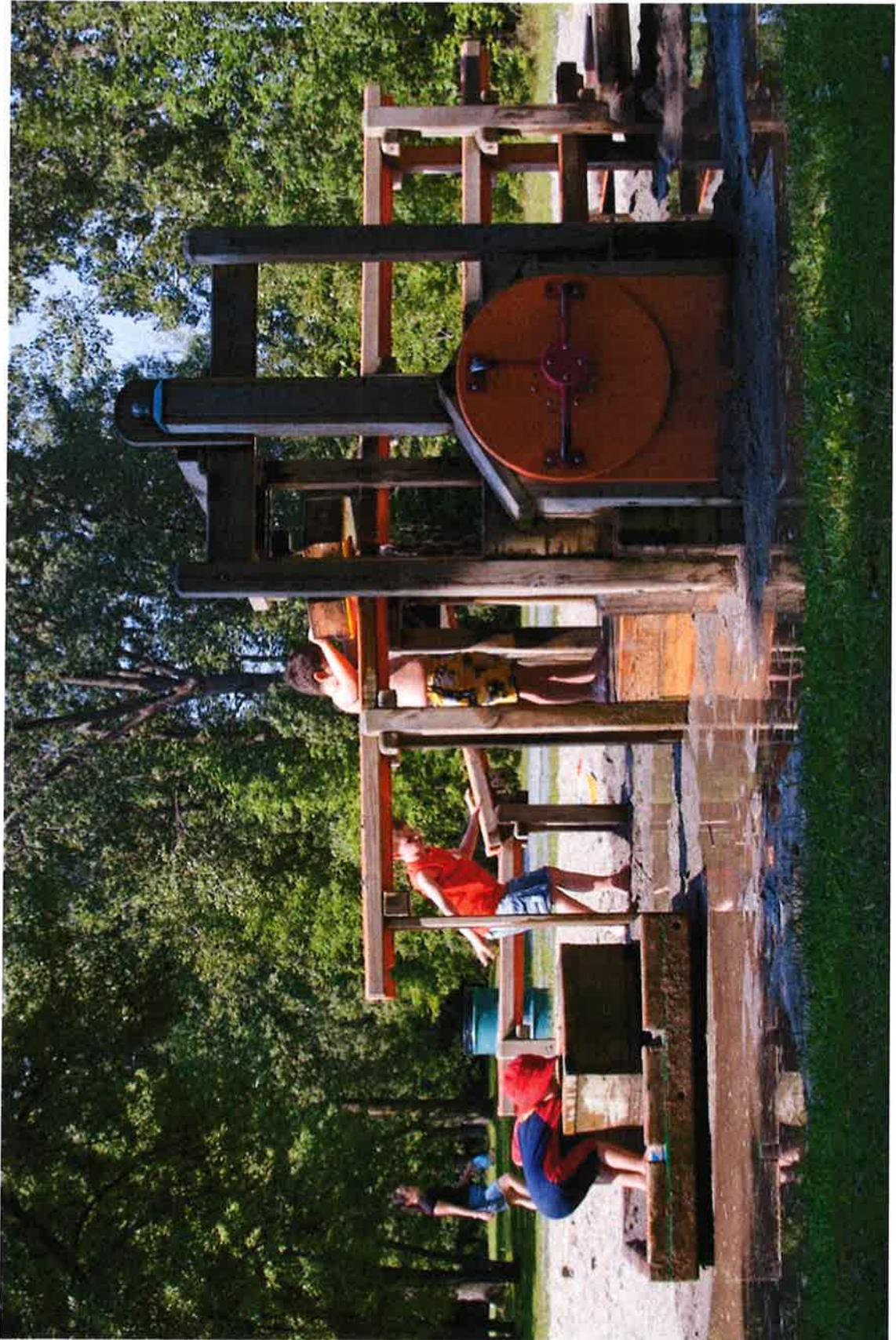


EXHIBIT B