



**Purchasing Department**

140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

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April 22, 2022

**Subject: Invitation to Bid #2113-B: Playground Shade Structures for Kenwood Park**

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for playground shade structures for Kenwood Park. You are invited to submit a bid in accordance with the information contained herein.

Questions concerning this invitation to bid should be addressed to Ted Crumbley, Buyer and Contracts Coordinator, in writing via email to [tcrumbley@fayettecountyga.gov](mailto:tcrumbley@fayettecountyga.gov) or fax to (770) 719-5209. Questions will be accepted until 3:00 pm on Wednesday, May 11, 2022.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your bid to the following address:

Fayette County Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214  
Attention: Buyer & Contract Coordinator

Bid Number: 2113-B

Bid Name: Playground Shade Structures for Kenwood Park

Your envelope *must* be sealed, and should show your company's name and address.

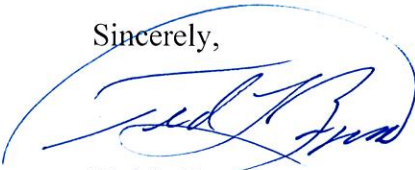
Bids will be received at the above address until 3:00 p.m., Wednesday, May 25, 2022 in the Purchasing Department, Suite 204. Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", enclosed within a large, loopy blue oval.

Ted L. Burgess  
Director of Purchasing

## Invitation to Bid #2113-B: Playground Shade Structures at Kenwood Park

### GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “County” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening until the date of contract award, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** -As appropriate, the County will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the County’s website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the County, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The bidder’s company name,
  - b. The bid number, which is #2113-B, and
  - c. The bid name, which is Playground Shade Structures for Kenwood Park.

Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, to:

Fayette County Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, GA 30214  
Attention: Buyer & Contract Coordinator



Bid Number: 2113-B

Bid Name: Playground Shade Structures for Kenwood Park

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered unless the delay is a result of action or inaction by the County.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the County in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the County may disqualify the bids from that responder, at the County's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The County reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Brand Name:** If items in this invitation for bid have been identified, described, or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
15. **Samples:** When the County requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the County unless otherwise specified. Any goods provided under contract shall conform to the sample

submitted. The County will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.

16. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid and is in all respects fair and without collusion or fraud.
17. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
18. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
19. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
20. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
21. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest



the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a county contract for a period of up to three years.

22. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.
23. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
24. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
  - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
  - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
  - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia  
140 Stonewall Avenue West  
Fayetteville, GA 30214

25. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
26. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **Liquidated Damages:** Contractor and the county recognize that time is of the essence in performance of the work under this contract, and that the county will suffer financial and other losses if all work is not completed by the agreed-upon date. In lieu of requiring proof of specific losses, the Contractor agrees to liquidated damages of 0.15% of the total bid price per day will be assessed for each day beyond the agreed-upon date.
28. **Building Permits:** A Commercial Tent Permit will be required. Work performed for the county requiring building permits by licensed contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
29. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed, or as amended.
30. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the County.
31. **Indemnification:** The contractor shall indemnify and save the County and all its officers, agents, and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
32. **Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
33. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall



have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the contractor for any excess expenses incurred or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.

34. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
35. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County 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 Director.
36. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. As appropriate, the County will compensate the contractor for completed performance, and for any partially completed performance as determined by the County to be adequately performed. Termination shall be without prejudice to any of the County's rights or remedies by law.
37. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the County will pay the contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
38. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
39. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.



## **STATEMENT OF WORK**

Fayette County Parks and Recreation Department is seeking bids to design, engineer, fabricate, ship, install (including foundations) and warranty two (2) playground shade structures for Kenwood Park located on Georgia Highway 279, Fayetteville, GA. 30214

The target date for completion is February 1, 2023.

## **QUALIFYING**

The following criteria must be met to qualify bids for consideration:

1. Licensed State of Georgia Contractor.
2. Compliance to meet current American Society for Testing Material (ASTM).
3. Compliance with all current State of Ga. and Fayette County mandated codes, amendments, and ordinances.
4. Compliance for fabric to meet National Fire Protection Association (NFPA 701) and ASTM E84 tests.
5. Compliance to meet current American Welding Society Code and Testing procedures.
6. Compliance to meet current International Accreditation Services (IAS)
7. Compliance to meet current American Institute of Steel Construction (AISC) Specifications for the design, fabrication, and erection of structural steel.
8. Ability to design, engineer, manufacture, and erect the fabric shade structures including the foundations.
9. Submit a Letter that all parts shipped are complying to requirements listed in these specifications
10. Steel manufacturer shall be accredited by IAS (International Accreditation Service) for Structural Steel Fabrication per latest state adopted International Building Code.
11. Provide proof of status as an ISNetwork Member Contractor.
12. One or more examples of similar structures furnished and installed that are engineered to IBC Specifications and located within a 100-mile radius of Fayette County. Examples should include recent structures as well as those structures installed within the last 5 to 10 years.
13. Provide a minimum of 10 fabric samples to demonstrate fabric color range, and a digital (PDF) or paper document showing powder coated color selections.
14. All bidders shall have at least 5 years' experience in the design, engineering, manufacturing, and installation of shade structures.
15. The shade contractor shall have a Corporate Quality Control program and manual describing their complete quality assurance program.
16. All bidders must have an in-house warranty & service department and local office to assist in repairs and service calls.

## **SHADE STRUCTURE INFORMATION**

1. Custom design and installation of two (2) separate shade structures for a 38' X 83' level area as identified on the map. (Highlighted in orange around the play area only). The border around the play structure is 48' x 95' (on the north end next to the restroom is only 37' wide *Contractors are expected to measure and obtain the correct measurements.*

### **Area 1:**

- a) One (1) structure shall be for 2 to 5-year-olds. Structure is approximately 28' x 34'. *Contractors are expected to measure and obtain the correct measurements prior to submitting a bid.* Structure shall consist of one rectangular shaped hip structure design. The entry height shall be 11' with the center point at least 16'. All steel columns and tubing shall be as outlined on Engineered plans by engineer. All steel shall be galvanized and powdered coated. All hardware and cabling shall be galvanized. State any exceptions on the exceptions page.

### **Area 2:**

- b) One (1) structure shall be for 5 to 12-year-olds. Structure is approximately 40' x 40'. *Contractors are expected to measure and obtain the correct measurements prior to submitting a bid.* Shade structure shall consist of one rectangular shaped hip structure design measuring. The entry height shall be 13' with the center point at least 20'. All steel columns and tubing shall be as outlined on Engineered plans by engineer. All steel shall be galvanized and powdered coated. All hardware and cabling shall be galvanized. State any exceptions on the exceptions page.
2. Contractors are urged to visit the site to familiarize themselves with site conditions. If a bid is submitted it is understood that the contractor is acknowledging his acceptance of all site conditions including underground utilities, irrigation, and septic lines.
  3. To qualify as an approved Shade Manufacturer Company Contractor, please submit product documentation, fabric samples and all quality assurance criteria with your bid documents.
  4. The shade structure shall conform to all current State of Ga. and Fayette County mandated codes, amendments, and ordinances.
  5. All shade structures are engineered and designed to meet a minimum wind loads and exposure category for Fayette County GA. Fabric tops shall handle sustained winds up 76 mph and for gust of up to 3 second duration up to 90 MPH without having to be removed.

### **Steel:**

1. All steel members of the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications and the "American Iron and Steel Institute" (AISI) Specifications for Cold Formed Members and manufactured in a IAS (International



Accreditation Service) accredited facility for Structural Steel Fabrication as per IBC 2018.

2. All connections shall have a maximum internal sleeving tolerance of .0625 inches using high tensile strength steel sections with a minimum sleeve length of 6 inches.
3. All non-hollow structural steel members shall comply with current ASTM standards and testing.
4. All galvanized steel tubing shall be triple coated. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

**Welding:**

1. All shop-welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the “American Welding Society” (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the “Prequalified” welded joints where applicable and by certified welders. No onsite or field welding shall be permitted. Internal weld sleeving shall not be permitted.
2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of latest state adopted International Building Code and local agency additions and amendments.

**Bolts:**

1. Bolts and fastening hardware shall be determined based on calculated engineering loads.
2. All structural field connections of the shade structure shall be designed and made with high-strength bolted connections using current ASTM Standards and Testing.

**Powder Coating:**

1. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvent such as water, mineral spirits, xylol, toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning prior to surface preparation shall be executed according to Power Tool Cleaning SSPC-SP3 and utilizing wire brushed abrasive wheels and needle gun, etc.
2. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, products, and other foreign material.
3. Powder coating shall be sufficiently applied, with a minimum three mils thickness and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests as defined by the American Society of Testing Materials.

4. Powder used in the powder coat process shall have the following characteristics:
  - a. Specific Gravity: 1.68 +/- 0.05 g/cm<sup>3</sup>
  - b. Theoretical Coverage: 114+/-4ft 2/lb/mil
  - c. Storage: 75o F
  - d. Interpron 800 HR is a series of high durability TGIC powder coatings designed for exterior exposure. Tested against the most severe specifications, Interpron 800 HR gives significantly improved gloss retention and resistance to color change.
5. Rust Protection Powder Under Coat Primer will be required on all structures. POWDURA® Epoxy Powder Coating Z.R. Primer shall be applied in accordance with the manufacturers' specifications. Primer should be fused only and then top coated with the selected powder coat to ensure proper intercoat adhesion.

**Tension Cable:**

1. Steel cable is determined based on calculated engineering loads.
2. For light and medium loads, ¼" (nominal) galvanized 7 x 19 strand cable to be used.
3. For heavy loads, 3/8" (nominal) galvanized 7 x 19 cable to be used.

**Fabric Roof Systems:**

1. UV shade fabric shall be UV stabilized Shadesure® cloth as manufactured by MultiKnit Ltd or approved equal and made of a UV stabilized high-density polyethylene mesh. Mesh shall be raschel knitted with monofilament and tape yarn filler to ensure that material will not unravel if cut. Panels to be 10ft. wide.
2. Burst strength in compliance to ASTM guidelines.
3. Fabric cloth should meet NFPA and ASTM guidelines for fire resistance.
4. Fabric Properties:
  - a. Life Expectancy: A minimum of 8 years continuous exposure to the sun
  - b. Fading: Minimum fading after 5 years (3 years for red)
  - c. Fabric Mass: 2.43-2.58 oz/sq. ft. (190-200g/sm)
  - d. Fabric Width: 9.8425 (3m)
  - e. Roll Length: 150'
  - f. Roll Dimensions: 62.99"x16.5354" (160 cm x 42 cm)
  - g. Roll Weight: +/- 66 lbs. (+/-30 kg)
  - h. Temperature: -77°F
  - i. Maximum Temperature: +167°F

**Stitching & Thread:**

1. On-site sewing of a fabric will not be accepted.
2. All sewing threads are to be double stitched.
3. Thread shall be GORE Tenara Sewing Thread manufactured from 100% expanded PTFE (Teflon); mildew resistant exterior approved thread. Thread shall meet or exceed the following:
  - a. Flexible temperature range
  - b. Very low shrinkage factor
  - c. Extremely high strength, durable in outdoor climates



- d. Resists flex and abrasion of fabric
- e. Unaffected by cleaning agents; acid rain, mildew, salt water and rot resistant, unaffected by most industrial pollutants
- f. Treated for prolonged exposure to the sun
- g. Rot resistant

### **Shipping and Handling:**

- 1. All steel surfaces touched by tie down straps are to be padded before final clinching. This can be accomplished by using carpet pads or factory manufactured padding.
- 2. All dunnage must be padded before painted products are set in place. Smaller and loose pieces must be padded and totally separate from paint padding.
- 3. Unloading: Lift forks to be covered with padding. All dunnage must be padded vertically and horizontally to prevent damage to painted surfaces. When unloading, take care to prevent tools and other hard surface items from making contact.

### **Installation:**

- 1. The installation of fabric shade structures shall be performed by manufacturer or manufacturer-approved contractor, which shall be bonded and obtain the necessary permits to work in Fayette County. All installation personnel must have experience in the erection of tensioned fabric structures.
- 2. The contractor installing the structure shall comply with manufacturer's instructions for assembly, installation, and erection per approved drawings.

### **Concrete:**

- 1. Unless noted otherwise for footing and piers by General Contractor's Engineer, concrete specification for footings, piers, slabs, curbs, and walkways shall meet a minimum 2,500 psi at 28-day strength.
- 2. Concrete work is executed in strict accordance with the latest American Concrete Institute Building Code (ACI 318).
- 3. Slump 4" maximum.
- 4. Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant.
  - a. Temperature range between 75-80 degrees, 1% accelerator High Early (non-calcium)
  - b. Temperature range between 70-75 degrees, 2% accelerator High Early (non-calcium)
  - c. Temperature range below 70 degrees, 3% accelerator High Early (non-calcium)
- 5. The contractor shall not pour any concrete when daily ambient temperature is below 55 degrees Fahrenheit.

<b>Temperature Range</b>	<b>% Accelerator</b>	<b>Type Accelerator</b>
75-80 degrees	1%	High Early (non-calcium)
70-75 degrees	2%	High Early (non-calcium)
Below 70 degrees	3%	High Early (non-calcium)

**Footings:**

1. All Anchor Bolts set in new concrete shall meet current ASTM standards and specifications from engineer as outlined on Engineered plans.
2. All anchor bolts shall be as outlined on Engineered stamped plans by engineer.
3. Dirt shall be removed from job site.
4. Drilled Pier Footing specifications as outlined on Engineered stamped plans by engineer.
5. Engineered stamped specifications and drawings shall include “in ground” footings for the shade structures.

**GENERAL INFORMATION**

1. Contractor shall provide a letter stating warranty and verify that all material shipped confirms to meet all the specifications.
2. The contractor shall be responsible for any and all products stored on site during construction. Should a storage container be needed on site it shall be the responsibility of the contractor to purchase, deliver, maintain, and remove from the site once completed. Location of the storage unit or storage site will be coordinated with the county and the contractor.
3. All submittals shall be 2D and 3D color factory drawings accurate to scale.
4. The successful contractor will be required to provide the following:
  - a. Engineered/Stamped Plans
  - b. Statement of Special Inspections
5. The successful contractor shall be responsible for keeping job site clean and orderly. All excess material is to be removed from site and disposed of by the successful contractor upon completion of each workday. Barricades and signage shall be used to keep the public from entering the work area.
6. Successful contractor shall repair **all** damage to walking paths, driveways, landscaping, irrigation, or any park features during the installation process. All existing asphalt torn up by the successful contractor shall be repaired with asphalt or concrete. All existing concrete torn up shall be repaired with concrete. All cuts shall be direct and smooth cuts. All grass disturbed areas shall be smoothed to existing



ground surface and replaced with Bermuda Tiftway 419 sod. It is highly suggested contractor take photos of all preexisting conditions around or within the vicinity of their work and staging areas. All photos should be submitted to the County prior to mobilizing to the project site.

7. Contractor shall obtain all necessary permits to perform the work and arrange for inspection by authorities having jurisdiction.
8. The successful contractor shall locate all utilities.
9. Successful contractor shall coordinate all work with the county before any installation begins. A Pre-Construction Meeting shall be required prior to work being held.
10. Work hours shall be between 8:00 a.m. and 5:00 p.m. Monday – Friday. Any modifications to those hours must be in writing by the successful contractor and accepted by Fayette County.
11. Fayette County is a smoke-free, tobacco free, and vape free County. Therefore, these items are prohibited on any county owned property.
12. Work shall be coordinated with and inspected by Fayette County. Each stage of the installation process must be inspected by Fayette County prior to proceeding to the next stage of installation. The contractor shall provide a list of the various installation stages to Fayette County prior to any installation.
13. Once shade structures have been installed, a letter shall be submitted showing shade structure is following all guidelines.

#### **WARRANTY**

1. The successful bidder shall provide a 12-month warranty on all labor and materials.
2. A supplemental warranty from the manufacturer shall be provided for a period of 10 years (pro-rated) on fabric and 10 years on the structural integrity of the steel from the date of substantial completion.
3. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.







**Fayette County, Georgia  
Checklist of Documents to Return**

*(Please return this checklist and the documents listed below with your submittal)*

**ITB #2113-B: PLAYGROUND SHADE STRUCTURES FOR KENWOOD PARK**

Company Information form	_____
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)	_____
Bid Bond	_____
Pricing sheet	_____
Exceptions, if any	_____
References form	_____
Shade Manufacturer Company Contractor Product Documentation (10 fabric samples, quality assurance Criteria and Powder coated color selections)	_____
Signed addenda, if any are issued	_____
Corporate quality control Manual	_____
Provide 2D and 3D color factory drawings accurate to scale	_____
Copy of State of Georgia Contractor's License	_____
Proof of status as an IS Network Member Contractor	_____
Example of similar structures to include pictures, description and location of the site so we can visit.	_____
Letter stating warranty and that all material conforms to specifications	_____

**COMPANY NAME:** \_\_\_\_\_

## COMPANY INFORMATION

### ITB #2113-B: PLAYGROUND SHADE STRUCTURES FOR KENWOOD PARK

#### A. COMPANY

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

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Website (if applicable): \_\_\_\_\_

#### B. AUTHORIZED REPRESENTATIVE

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

Printed or Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

#### C. PROJECT CONTACT PERSON

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

Title: \_\_\_\_\_

Office Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

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

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

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

#2113-B: Playground Shade Structures  
for Kenwood Park  
Name of Project

Fayette County, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ 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: \_\_\_\_\_

## PRICING SHEET

### ITB #2113-B: PLAYGROUND SHADE STRUCTURES FOR KENWOOD PARK

DESCRIPTION	BID PRICE
One Shade Structure for 5 to 12 year olds	\$ _____
One Shade Structure for 2 to 5 year olds	\$ _____
Total Bid Price	\$ _____

**NOTES:** All applicable charges shall be included in your prices, e.g., mobilization, freight, materials, equipment, fuel for equipment, labor, and any other charges or fees. No additional charges will be allowed to be added after the quote received by date.

STATE PAYMENT TERMS, IF DIFFERENT THAN NET 30 DAYS: \_\_\_\_\_  
(As per General Terms and Conditions #18)

STATE NUMBER OF DAYS TO START AFTER NOTICE TO PROCEED IS ISSUED:  
\_\_\_\_\_ DAYS.

STATE THE NUMBER OF DAYS TO COMPLETE THE PROJECT \_\_\_\_\_ DAYS

How many years' experience do you have in the design, engineering, manufacturing, and installation of shade structures: \_\_\_\_\_ years

COMPANY NAME: \_\_\_\_\_



**ITB #2113-B: PLAYGROUND SHADE STRUCTURES FOR KENWOOD PARK**

## EXCEPTIONS TO SPECIFICATIONS

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

COMPANY NAME: \_\_\_\_\_

## REFERENCES

### ITB #2113-B: PLAYGROUND SHADE STRUCTURES FOR KENWOOD PARK

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

2. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

3. Government/Company Name \_\_\_\_\_

City & State \_\_\_\_\_

Work or Service Provided \_\_\_\_\_

Approximate Completion Date \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

COMPANY NAME \_\_\_\_\_