



For

TALLEY STREET SIGNALIZED INTERSECTION

BIDS DUE: No later than July 25, 2019 at 2:00 pm in hard copy.
Electronic submissions via e-mail or fax will NOT be accepted.

There will be mandatory pre-bid conference on July 16, 2019 at 2:00 pm

Questions should be directed in writing to Courtney Frisch, Project
Manager, via e-mail to:

Courtney.Frisch@decaturga.com

**Submit Proposals to:
City Manager
City Hall
509 North McDonough Street
P.O. Box 220
Decatur, Georgia 30031**

June 13, 2019

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SECTION 1 : NOTICE TO BIDDERS

The City of Decatur will receive sealed bids for the Talley Street Signalized Intersection until **2:00 p.m. on Thursday, July 25, 2019**, in the City Manager's Office at Decatur City Hall, 509 North McDonough Street, Decatur, Georgia.

Prior to beginning construction, the successful bidder will file with the City the required Bid Security, Certificate of Insurance and other applicable documents as outlined in the Section 6: Terms and Conditions with the terms and surety to be approved by the City.

The City reserves the right to reject any and all bids and to waive informalities in bidding. Bids are to be submitted on a proper form furnished by the City and shall be addressed to the **City Manager, City Hall, 509 North McDonough Street, P.O. Box 220, Decatur, Georgia, 30031**, sealed, dated and enclosed in an envelope appropriately marked on the outside "Proposal for Talley Street Signalized Intersection", marked with the name of the bidder and date and hour of opening. The proposal shall be mailed or delivered to reach the designated office on or before 2:00 p.m., on July 25, 2019 at which time they will be publicly opened and read aloud. A bid security in the form of a bond or certified check in an amount equal to or greater than five percent (5%) of the amount of proposed bid must accompany the proposal.

The following documents, at a minimum, are required to be submitted as part of the Bidder's bid package:

- Instructions to Bidders, completed with data required,
- Five (5) percent Bid Security,
- Bid Proposal form completed and executed,
- References,
- List of Proposed SubBidders,
- Non-Collusion Affidavit of Prime Bidder,
- Federal Work Authorization Program forms for Prime Bidder and all listed SubBidders, &
- Terms and Condition requirements.

There will be a **mandatory pre-bid conference on Tuesday, July 16, 2019 at 2:00 pm at City Hall**. Bids may be held by the City of Decatur for a period not-to-exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bid and investigating the qualifications of bidder, prior to awarding of the contract.

SCHEDULE OF EVENTS

DATE

ITB Issue Date	June 20, 2019
Deadline for Receipt of Written Questions	July 2, 2019
Mandatory Pre-Bid Conference.....	July 16, 2019 (2:00 PM)
Deadline for Posting of Written Answers to City’s Website.....	July 18, 2019
ITB Submittal/Opening	July 25, 2019 (2:00 PM)
Anticipated Award Date	August 5, 2019

SECTION 2 : INSTRUCTION TO BIDDERS

A. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- i. Bidders shall inform themselves of all conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown in the Scope of Project/Specification or not, and all other relevant matters concerning the work to be performed.

A Bidder to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Bidder was not informed of prior to bidding. The successful Bidder must employ, as far as possible, such methods and means in the carrying out of this work as will not cause any interruption or interference with any other Bidders.

- ii. Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal, and shall not, after submission of their proposal, dispute or complaint of such estimate nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- iii. Before submitting a proposal, each Bidder shall carefully examine Sections 1 through 7, Appendix A, and Appendix B of this document and all Exhibits and Addenda thereto, all of which contain provisions applicable to the successful bidder and the bidding team.
- iv. Each bidder is expected to base the proposal bid on materials and equipment complying fully with the Scope of the Project and Specifications, and in the event materials or equipment which do not conform are proposed, the bidder will be responsible for furnishing materials and equipment which fully conform at no additional change to the proposal bid.

Bidder hereby certifies that _____, a
(Name)

duly qualified representative of _____
(Firm Name)

inspected all job locations on _____
(Fill in Dates)

B. INTERPRETATION OF CONTRACT DOCUMENTS

Bidders should carefully review this ITB in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the City, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this ITB.

The City of Decatur may revise this ITB by issuing an addendum prior to its opening. The addendum will be posted on the City's website alongside the posting of the ITB at <http://www.decaturga.com/whats-new/requests-for-proposals>. Addenda will become part of the bid documents and subsequent contract. Bidders must sign and return any addendum with their ITB response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Decatur may postpone an opening in order to notify vendors and to give Bidders sufficient time to respond to the addendum.

Bidders with questions or requiring clarification or interpretation of any section within this ITB must address these questions in writing or via e-mail to the City referenced above on or before July 2, 2019 to be addressed at the pre-bid meeting. The City will accept questions until July 18, 2019. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

The City of Decatur will provide responses by July 18, 2019. The City of Decatur's response will be by formal written addendum. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City of Decatur. Any formal written addendum will be posted on the City's website alongside the posting of the ITB at <http://www.decaturga.com/whats-new/requests-for-proposals> by the close of business on the date listed. Bidders must sign and return any addendum with their ITB response.

C. APPROXIMATE QUANTITIES

On all items on which bids are to be received on a unit price basis the quantities stated in the Proposal will not be used in establishing final payment due the Bidder. The quantities stated on which unit prices are so invited, are approximate only, and each bidder shall make his own estimate from the Contract Specifications of the quantities required on each item and calculate the unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the Bidding Schedule set forth in the Proposal. Payment on the contract on unit price items will be based on the actual number of units installed upon completion of the project.

D. SIGNING OF PROPOSALS

If the bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if a bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners; and if bidder is an individual, his (her) signature shall be inscribed. If signature is by agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids; otherwise, the bid may be disregarded as irregular and unauthorized.

E. BID SECURITY

No proposal will be considered unless accompanied by a Bid Security as defined in the Notice to Bidders, as a guarantee that if the bid is accepted the bidder will execute an Agreement and file bonds and insurance as required by the Contract Documents within ten (10) days from the date of the award of the contract.

All bid securities will be held until the agreement has been executed by the successful bidder and the required bonds and insurance has been filed with the Owner, after which bid securities will be returned to the respective bidders.

The bid security will be in the form of a bond or certified check in the amount equal to or greater than 5% of the proposed total bid amount.

F. QUALIFICATION OF BIDDERS

It is the intention of the City to award a contract only to a bidder who furnishes satisfactory evidence of requisite experience and ability along with sufficient capital, facilities and plant access to work successfully and promptly, and to complete the work within the required time stated in the contract documents.

Bidder shall provide a list of the last three (3) clients/projects of the same general size and scope that is proposed in this ITB. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Bidder to perform the conditions of the contract. Note that the reputation of the Bidder regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award of contract and lack thereof is grounds for bid rejection. **(See Appendix A)**

G. DISQUALIFICATION OF BIDDERS

More than one proposal for the work described in this document, to be included under a Contract, from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the bidders in such collusion will not be considered.

H. AGREEMENT, BONDS, INSURANCE

The attention of bidders is specifically directed to the forms of agreement, bonds to be executed, and types of insurance to be taken out in the event a contract award is made.

I. FAILURE TO EXECUTE AGREEMENT AND FILE REQUIRED BONDS AND INSURANCE

Failure of the successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of the successful bidder to execute the agreement and file the required bonds and insurance within the required time, the contract award is forfeited and the bid security as agreed will be assessed as liquidated damages. The bidder, by filing a proposal agrees to this proviso. Upon annulment of an award as aforesaid, the City may then award a contract to the next lowest qualified bidder.

J. INTERPRETATION

Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

SECTION 3 : COST SUBMISSION

STATE OF GEORGIA,
COUNTY OF DeKALB

PROPOSAL OF:

TO THE CITY MANAGER OF THE CITY OF DECATUR, GEORGIA:

The undersigned, as bidder, hereby submits this bid for:

Talley Street Signalized Intersection

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, is satisfied as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if the bid is accepted, the bidder will contract with the City of Decatur in full conformance with the Contract Documents.

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

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

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that payment shall be made upon actual quantities used and at the unit price set forth herein. 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.

No Bidder may withdraw his Bid within sixty (60) days after the actual date of the opening of thereof. Bids may be held by the City for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the contract.

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

If awarded a Contract under the Proposal, the undersigned proposes to complete work within **60** days of the notice to proceed.

Attached hereto is a bid bond made by

_____, a surety company qualified to do business in Georgia, payable to the City of Decatur, Georgia (or certified check) in the amount of five percent (5%) of the above bid; to wit

\$ _____ .

If this bid shall be accepted by the City of Decatur and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days from the date of Notice of Award of the Contract, then the City of Decatur may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the City of Decatur as liquidated damages.

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing bid as principals are as follows:

Bidder has carefully examined the Bidding Documents entitled:

Talley Street Signalized Intersection

Bid Due Date: July 25, 2019

Acknowledges receipt of the following addenda numbers and dates, if any:

_____;

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

_____ DOLLARS (Words)

(\$ _____) (Numbers)

Signed, sealed and dated this _____ day of _____, 2019

By _____
Signature Title

TALLEY STREET SIGNALIZED INTERSECTION PAY ITEMS

Item No.	Item	Unit	Quantity	Cost
ROADWAY ITEMS				
150-1000	TRAFFIC CONTROL	LS	1	
441-0104	CONC SIDEWALK, 4 IN	SY	148	
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	45	
999-5200	DETECTABLE WARNING SURFACE	SF	75	
SIGNING & MARKING ITEMS				
610-9001	REM SIGN	EA	6	
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	SF	77	
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	3	
653-0230	THERMOPLASTIC PVMT MARKING, WORD, TO 3A**	EA	4	
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	240	
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	280	
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	66	
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	535	
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	GLF	100	
653-6006	THERMOPLASTIC TRAF STRIPING YELLOW	SY	193	
654-1001	RAISED PVMT MARKERS TP 1	EA	22	
654-1003	RAISED PVMT MARKERS TP 3	EA	7	
SIGNAL ITEMS				
615-1100	DIRECTIONAL BORE PIPE, 5 IN	LF	110	
615-1100	DIRECTIONAL BORE PIPE, 7 IN	LF	125	
639-3004	STEEL STRAIN POLE, TP IV (W/ 25 FT MAST ARM); (POWDER-COAT BLACK FINISH)*	EA	1	
639-3004	STEEL STRAIN POLE, TP IV (W/ 55 FT MAST ARM); (POWDER-COAT BLACK FINISH)*	EA	1	
639-3004	STEEL STRAIN POLE, TP IV (W/ 45 FT AND 50 FT MAST ARM); (POWDER-COAT BLACK FINISH)*	EA	1	
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1	LS	1	
682-8500	ELECTRICAL POWER SERVICE ASSEMBLY (AERIAL SERVICE POINT)***	EA	1	
682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	LF	1180	

700-9300	SOD	SY	35	
937-6000	MICROWAVE RADAR DETECTION ASSEMBLY	EA	6	
937-8020	TESTING - MICROWAVE DETECTION SYSTEM	LS	1	
937-8520	TRAINING - MICROWAVE DETECTION SYSTEM	LS	1	
999-9999	FLIR TRAFIONE 156 THERMAL DETECTION SYSTEM****	LS	1	
*	THE CITY OF DECATUR WILL FURNISH THE MAST ARM ASSEMBLIES. CONTRACTOR SHALL COORDINATE WITH THE CITY TO OBTAIN.			
**	CONTRACTOR SHALL COORDINATE WITH THE CITY REGARDING PLACEMENT OF 'SCHOOL' PAVEMENT MARKINGS.			
***	CONTRACTOR SHALL COORDINATE WITH GA POWER REGARDING POWER SERVICE POINT. PRICE SHOWN FOR ELECTRICAL POWER SERVICE ASSEMBLY (AERIAL SERVICE POINT) SHALL INCLUDE ALL NECESSARY COMPONENTS.			
****	THE ASSOCIATED FOR FLIR TRAFIONE 195 THERMAL DETECTION SYSTEM SHALL INCLUDE ALL NECESSARY COMPONENTS (I.E. DETECTOR UNITS, BRACKETS, CABINET COMPONENTS, WIRING, ETC.).			

NOTE: Unit Abbreviations in each proposal section stand for the following:

EA - Each

GLF – Gross Linear Feet

LF – Linear Feet

LS – Lump Sum

SF – Square Feet

SY - Square Yards

SECTION 4 : SCOPE OF PROJECT/SPECIFICATION

1. APPLICABLE SPECIFICATIONS

All work shall be done in accordance with the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, current edition and these contract documents, that shall govern this project, as they may be applicable, except as stipulated otherwise in these contract documents, or as amended herein and which are part of this contract and shall have the same force and effect as if fully recited herein. The following sections of the Georgia Department of Transportation Standard Specifications for Construction of Transportation Systems are hereby amended:

1. Section 101.14 Commissioner. Commissioner shall mean the City of Decatur, Georgia.
2. Section 101.22 Department. Department shall mean the City of Decatur, Georgia.
3. Section 101.24 Engineer. Engineer shall mean the City Manager of the City of Decatur, acting directly or through a duly authorized representative.
4. Section 101.31 Holidays. Holidays shall mean those holidays designated by the City of Decatur, Georgia.
5. Section 101.62 State Highway Engineer. State Highway Engineer shall mean the City Manager of the City of Decatur, acting directly or through a duly authorized representative.

2. DESCRIPTION

The City of Decatur is accepting bids for the furnishing of all materials, labor, and equipment for the completion of the Talley Street / South Columbia Drive / Shadowmoor Drive split phase signal and pedestrian improvements within the City of Decatur.

This project shall include traffic control, concrete, signing and pavement markings, signal installation, erosion control, and other items that may be related to the project work.

DeKalb County coordination shall be conducted by the contractor for this work. The coordination effort shall be included in the overall bid proposal for the project.

3. GENERAL NOTES

- i. It shall be the contractor's responsibility to notify any and all utility companies for marking and location of any facilities which may be in conflict.
- ii. City of Decatur will not be responsible for any delay caused by the failure of any utility companies to respond in a timely manner. No claims will be considered for extra compensation.
- iii. Any items, which must be removed and disposed of during construction and are not specially called for on the plans, shall be removed and disposed of properly and in a

timely manner. The cost shall be included in other unit prices bid. No claims will be considered for extra compensation.

- iv. The quantities provided are approximate quantities and are subject to be used as directed by the engineer. Actual quantities used in the field are dictated by the field conditions. The final quantities used will be measured and paid for based on the actual quantities in place and the unit prices bid. No claims will be considered for extra compensation.
- v. City of Decatur reserves the right to reject any unreasonable unit prices bid which are considered out of the norm.

4. LOCATION

The project is located at the intersection of Talley Street, South Columbia Drive, and Shadowmoor Drive. See Appendix B for location map along with the construction plan documents.

5. LIMITS OF WORK

See Appendix B for the construction plan documents.

6. STANDARDS AND DETAILS

All current and applicable Georgia Department of Transportation Standards and Details shall be utilized in the construction of the specified components for work associated with this Project.

Reference GDOT's website at

<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx> for a list of all current standards and details.

7. NOTIFICATION

Prior to the start of construction, the contractor shall provide 3-day advanced notification to property owners within the limits of the work by the placement of signage along each street and flyers disbursed to each property owner notifying the property owners of the date(s) of the work.

8. WORK HOURS

Construction work is only permitted during the following hours:

Monday-Friday	7 am to 6 pm
Saturday	9 am to 5 pm
Sunday	No Work Permitted

Deviation from the standard working hours may be requested in writing with specific alternate work hours, the reason those hours are needed, and is subject to approval by the City Manager.

9. PROTECTION

It shall be the contractor's responsibility to protect driveways, driveway aprons, sidewalks, curbs, catch basins, utilities, mailboxes, street signage and other such infrastructure inside and outside of the project limits during construction. Damage to any infrastructure inside and outside the project limits of construction caused by the Bidder shall be replaced or repaired at the contractor's expense. The contractor shall use considerable care in protecting the riding surface of all roadways. Any damages or insufficient work shall be corrected to the satisfaction of the Project Manager at the contractor's expense. The contractor shall arrange for the location of underground utilities that might impact the project construction prior to commencement of work in each Project Area by contacting the Georgia One-Call Center at 811 or 1 (800) 282-7411 before deep patching operations commence.

10. SUBMITTALS

The contractor shall make the following submittals to the Project Manager for approval prior to, concurrent with, or after (as applicable) proceeding, with incorporating any of the required items into the work:

1. Prior to placement of concrete, submit the GDOT certified supplier's company information and mix design for 3000 and 5000 psi concrete, Class A.
2. Prior to placement of tactile warning surfaces, submit the supplier's information, product information and installation instruction for tactile warning surfaces for all curb cut ramp installations.
3. Concrete cylinder compressive strength test reports and concrete slump test reports must be submitted in accordance with GDOT Specifications, with particular attention to the standard testing schedule of one (1) test per week or one (1) test per 100 CY of concrete.

11. MEASUREMENT

Documentation of measurements shall be submitted to the Project Manager in the methods detailed in the Georgia Department of Transportation Standard Specifications Construction of Transportation Systems in accordance with unit price quantities in the Proposal.

12. PAYMENT

Documentation of measurements shall be submitted to the Project Manager in the methods detailed in the Submittals Section 6.N and payments shall be requested in accordance with unit price quantities in the bid.

SECTION 5 : SAMPLE CONTRACT AGREEMENT

GEORGIA, DeKALB COUNTY,

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the City of Decatur, Georgia, Party of the First Part, hereinafter referred to as the City, and _____ of the State of Georgia, Party of the Second Part, hereinafter called the Bidder.

WITNESSETH:

That the Bidder has agreed and by these presents does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner the work and construction in strict conformity with the specifications for:

Talley Street Signalized Intersection

which together with the Notice to Bidders, Proposal, Instructions to Bidders, Federal Work Authorization Program, Special Conditions of Contract, General Conditions, Special General Conditions, Project Specifications, including Exhibits and Appendices and the Georgia Department Of Transportation Standard Specifications for Construction of Transportation Systems, latest edition, as applicable, are incorporated in and made a part of this Contract by reference.

The Bidder shall commence work under this Contract as soon as possible after the award and must complete work no later than **60** days after the notice to proceed.

If said work is not completed within the time stated above, the Bidder shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty the sum of 100 dollars per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

As full payment for the faithful performance of this Contract, the City shall pay said Bidder for the actual quantities of work done at the price set forth in the proposal.

Payments shall be made as follows: Monthly as the work progresses, the City shall pay said Bidder the amounts earned during the preceding month less 5% and within thirty days after the work is fully completed and accepted by the City of Decatur, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Bidder shall submit satisfactory proof to the City that all just claims for labor, material, skill, tools, and equipment incident to said work have been fully paid by said Bidder, and that said Bidder has settled and satisfied every lawful claim for damages against the Bidder incident to said work.

Within ten calendar days from the date of this Contract, the Bidder as principal an _____, a surety company qualified to do business in Georgia, as surety shall provide the required bonds and Certificate of Insurance as outlined in the General Conditions for the amounts and terms as specified therein.

The Bidder agrees to maintain said construction for a period of sixty days after its completion and acceptance by the City and does hereby warrant and guarantee said construction against all defects for a period of 12 months after its completion and acceptance by the City.

This Contract, executed in triplicate, constitutes the full agreement between the parties, and no part of this Contract shall be sublet by the Bidder without written approval of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon the day and year first above written.

CITY OF DECATUR, GEORGIA
(Party of the First Part)

By: _____
City Manager

ATTEST:

Clerk

Bidder
(Party of the Second Part)

By: _____

Approved as to form:

City Attorney

SECTION 6 : GENERAL CONDITIONS

A. HOLD HARMLESS AGREEMENT, INTERMEDIATE FORM

The Contractor agrees to indemnify and save harmless the Owner, the Architect, the Engineer, and all of their officers, partners, agents and employees from and against all loss or expense (including court costs and attorney's fees) by reason of liability imposed by law upon Owner, Architect or Engineer for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work, whether such injuries to property are due or claimed to be due to the negligence of the Contractor, his Sub-Contractors, the Owner, Architect or Engineer, their officers, Partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner, Architect or Engineer.

B. CONTRACTOR'S BONDS

Faithful Performance Bond - As a part of the execution of this Contract, the Contractor shall furnish to the Owner a bond payable to the Owner in the form of Faithful Performance Bond, secured by a surety company acceptable to the Owner, conditioned upon the faithful performance of all covenants and stipulations under this contract, specifically including, but not limited to, the performance of the warranty set forth in Section 3 below. The amount of the bond shall be not less than one hundred percent (100%) of the total contract amount, as this sum is set forth in the Agreement.

- i. Labor and Material Bond - As a part of the execution of this Contract, the Contractor shall furnish to the Owner a bond of a surety company acceptable to the Owner in a sum of one hundred percent (100%) of the total contract amount, as this sum is set forth in the Agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish material to be used in the work under this Contract.
- ii. Date of Substantial Completion – When the work authorized by the contract Agreement has been completed, the Owner will make all final inspections it deems appropriate for the purpose of ascertaining that the work has been completed in accordance with the requirements of the Contract Documents. The Contractor shall correct all deficiencies that are found. When the Owner has determined that all deficiencies have been corrected and that the work has been completed in all respects in accordance with the Contract Documents, the Owner will take possession of the work and issue a written Substantial Completion statement with a date mutually agreed to between the Owner and Contractor.
- iii. Notice of Completion – A Notice of Completion shall be issued by the Owner not earlier than one (1) year from the date of substantial completion. In the event the Faithful Performance Bond provided to the Owner contains a limitation on the time within which suit may be initiated on the Faithful Performance Bond, such limitation shall commence no earlier than the date of Notice of Completion.

- iv. Notification of Surety Companies - The Contractor shall advise the surety companies and other signers of any of the bonds listed above to familiarize themselves with all of the conditions and provisions of this contract, and they shall waive the right of special notification or any change or modification of this contract or of extension of time, or of decreased or increased work, or of the cancellation of the contract or any other act or acts by the Owner or its authorized employees and agents, under the terms of this contract and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under their contract.

C. CONTRACTOR'S WARRANTY

Contractor warrants to the Owner that, for a period of one (1) year from the date of substantial completion, the work performed under this Contract will conform to the requirements of the Contract Drawings and Specifications and will be free from defects. If at any time prior to substantial completion or within one (1) year after substantial completion, Owner discovers that the work does not conform to the requirements of the Contract Drawings and Specifications or is not free from defects, Contractor shall promptly correct such work within a reasonable time of receiving written notice from the Owner. If the work is not corrected by Contractor within a reasonable time of receiving written notice from the Owner, Owner may undertake to correct the work. Owner's undertaking of such corrective work shall not limit in any way Owner's rights of recourse against Contractor or Owner's rights of recourse against Contractor's surety under the Faithful Performance Bond.

D. CONTRACTOR'S INSURANCE

The Contractor shall, at the time of execution of this Contract, file with the Owner the certificate of insurance as contained in the Agreement, which shall cover all of the Contractor's insurance as required herein including evidence of payment of premiums thereon, and the policy or policies of insurance covering said Owner, the Engineer and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the Owner and shall bear an endorsement precluding the cancellation or reduction in coverage without giving the Owner at least fifteen (15) days prior notice thereof in writing. All policies shall be written by insurers licensed to do business in the State of Georgia and acceptable to the Owner, with a current A.M. Best rating of no less than A-:VII. All coverages indicated on the certificate of insurance shall be included in the Comprehensive General Liability and Automobile Liability insurance policies unless they are not applicable due to the nature of the work under this Contract Document.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from its operations under this Contract.

On all required coverages, the Contractor shall secure from all subcontractors certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract up to the same minimum limits required of the Contractor in this Agreement. The Contractor shall submit copies of its subcontractors' insurance certificates to the Owner and Engineer as evidence of such insurance coverage. The Contractor acknowledges and

agrees that each subcontractor performing work for this Contract will meet these minimum insurance requirements and that any costs or uninsured events arising from or involving a subcontractor working on behalf of the Contractor for this Contract is the sole responsibility of the Contractor. The Contractor agrees to indemnify said Owner for any costs, expenses or damages that may arise from any subcontractor having insufficient insurance coverage.

- i. Public Liability and Property Damage Insurance – The Contractor shall take out, pay for, and maintain until completion and acceptance of the work required by this Contract, public liability and property damage insurance as shall protect the Contractor and the said Owner from all claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract.

The Contractor is not required to have its subcontractors named as co-insureds in the Contractor’s policy of public liability and property damage; but the policy shall protect the Contractor and the Owner from contingent liability which may arise from operations of subcontractors.

Each of said policies of insurance shall provide coverage in the following minimum amounts: Commercial general liability insurance with a minimum combined bodily injury and property damage limit of One Million Dollars (\$1,000,000) per occurrence, a personal and advertising injury limit of One Million Dollars (\$1,000,000), a products-completed operations aggregate limit of Two Million Dollars (2,000,000) and a general aggregate limit of Two Million Dollars (\$2,000,000) per location.

\$1,000,000	Each Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$2,000,000	Products/Completed Operations Aggregate
\$2,000,000	General Aggregate

- ii. Comprehensive Automobile Liability - The Contractor shall also take out, pay for, and maintain until completion and acceptance of the work required by this Contract, automobile public liability and property damage insurance as shall protect the Contractor and said Owner from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract.

The policy or policies of automobile insurance shall provide coverage in the following minimum amounts: Automobile liability insurance covering owned, hired and non-owned vehicles, with separate coverage in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

\$1,000,000	Bodily Injury or death to any one person
\$1,000,000	Bodily Injury, each occurrence
\$1,000,000	Property Damage, each occurrence

- iii. Umbrella Policy- The Contractor shall have an umbrella policy over General Liability, Automobile Liability, Workers’ Compensation/Employers’ Liability and any such policies

that the umbrella can be placed over that involves insurance that is applicable to the work under this contract or at least applicable to the minimum required insurance under this contract. The policy shall be placed in the amount of One Million Dollars (\$1,000,000) or an amount equal to that to be paid for the work being performed under this agreement, whichever is greater.

- iv. Workers' Compensation Insurance - Before beginning the work, the Contractor shall furnish to the Owner satisfactory proof that it has taken out, for the period covered by the work under this Contract, Statutory Workers' Compensation, Employers' Liability Insurance and/or United States Longshore and Harbor Workers' Compensation Act and Liability under Admiralty or Federal Jurisdiction, whichever is necessary for appropriate Workers' Compensation Coverage for applicable work being performed under said Contract. Such insurance shall be maintained in full force and effect during the period covered by this Contract.
- v. Notification of Insurance Companies - The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and insurance companies shall waive the right of special notification or any change or of decreased or increased work, or of cancellation of the Contract or of any other act or acts by the Owner or its authorized employees and agents, under the terms of this Contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.
- vi. Indemnification - The Contractor shall indemnify and save harmless the Owner, the Engineer and all of their officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontractors, in prosecuting the work under this Contract.
- vii. Additional Insured-The Contractor shall name the Owner as an additional insured and shall provide Owner with proof thereof with the certificate of insurance and copy of endorsement that meets the additional insured requirement or specifically lists owner as additional insured for said contract in the policy for said work by Contractor on behalf of this Contract.
- viii. Subrogation Waiver-The Contractor waives all rights of subrogation against the Owner. Written evidence that each respective insurer acknowledges and agrees to such waivers of subrogation rights shall be submitted to Owner prior to commencement of the project (at minimum, a certificate of insurance, followed by a copy of an endorsement or policy language evidencing the insurer's acknowledgement of an agreement to such waiver). In the event such requirement is not met and/or any subrogation proceeding is commenced by or on behalf of the Contractor or its insurers, the Contractor shall fully indemnify and save harmless the Owner for all costs, expenses and damages resulting therefrom, and shall take action necessary to stop any subrogation proceedings by the Contractor's insurers.

E. NONDISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age or disability. The Contractor and its Subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting for the policies of nondiscrimination.
2. The Contractor and its Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for during employment, without regard to their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression.

F. DEFINITIONS

- a. "Owner" shall mean the City of Decatur, Georgia.
- b. "Project Manager" shall mean the Project Manager or her/his duly authorized representative.

G. SAFETY

In accordance with generally accepted construction practice, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

H. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, sub-contractors and employees to observe and comply with, all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify

the Owner, the Engineer and all of their officers, agents and employees, against any claim, loss or liability arising or resulting from or based upon the violation of any such laws, ordinance, regulation, order or decree, whether by himself or by his agents, sub-contractors or employees. If any discrepancy or inconsistency is discovered in the plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders or decree, the Contractor shall forthwith report the same to the Engineer.

I. PROVISIONS OF LAW

It is specifically provided that this Contract is subject to all applicable laws and that the rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith.

J. SUBCONTRACTORS

The Contractor shall notify the Owner in writing of the names of all Subcontractors he proposes to employ on the Contract and shall not employ any Subcontractors until the Owner's approval in writing covering such Subcontractors has been obtained. See Appendix A.

The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of his Subcontractors and of any other person employed directly or indirectly by the Contractor or Subcontractors, and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any Subcontractor. Any such necessary relations between Owner and Subcontractor shall be handled by the Contractor.

The Contractor agrees to bind every Subcontractor (and every Subcontractor of a Subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the Subcontractors work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

Should any Subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Owner.

K. LICENSES, PERMITS, AND REGULATIONS

The Contractor shall secure all Federal, State and Local licenses required by law. He shall obtain and pay for all necessary permits. He shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings or Contract Specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

L. TAXES

Contractor shall, without additional expense to the Owner, pay all applicable Federal, State and local sales and other taxes, except taxes and assessments on the real property comprising the site of the project.

M. LOCATION OF EXISTING UTILITIES AND PIPING

The location of existing and underground utilities, such as gas mains, water mains, electric lines, etc., as shown on the Contract Drawings, have been taken from the record drawings of the parent utility companies where available. However, the Owner does not assume responsibility for the possibility that during construction utilities other than those shown may be encountered or that the actual location of those shown may be different from the locations designated on the Contract Drawings.

At the locations wherein detailed positions of these facilities become necessary to the new construction, the contractor shall, at his own expense, furnish all labor and tools to either verify and substantiate the record drawing location or definitely establish the position of the facilities.

Because of the nature of the work, adjustments may be required in new construction to meet existing conditions. Such adjustments shall be made by the Contractor without additional cost to the Owner.

N. PROGRESS ESTIMATES AND PAYMENTS

No payments under this Contract will be made except upon the presentation of Periodical Estimate for Partial Payment prepared by the Contractor on forms, supplied by Owner, and approved in writing by the Engineer which shall show that the work covered by the payments has been done and the payments therefore are due in accordance with this Contract. Such Payment Forms shall be submitted to the Engineer on the 25th day of a calendar month to permit checking before the end of the calendar month.

Upon presentation of certified copies of purchase bills and freight bills the Owner will, unless specifically stated otherwise in the General Conditions of Contract, include in such monthly estimates payments for materials that will eventually be incorporated in the project, providing that such material is suitably stored on the site of the project, at the time of submission of the estimate for payment. At the time the next following monthly estimate is submitted, certified copies of receipted purchase and freight bills for the stored materials included in the previous monthly payment estimate shall be submitted. If the Contractor fails to submit proof of payment with the next monthly payment estimate, those items of stored materials for which no proof of payment has been submitted will be deleted from the current payment estimate. Such materials when so paid for by the Owner will become the property of the Owner and in case of default on the part of the Contractor the Owner may use or cause to be used by others these materials in construction of the project. However, the Contractor shall be responsible for safeguarding such materials against loss or damage of any nature whatsoever, and in case of any loss or damage the Contractor shall replace such lost or damaged materials at no cost to the Owner.

Except as otherwise provided in the immediately preceding paragraph, the first estimate shall be of the value of the work done and of materials proposed and suitable for permanent incorporation in the work, delivered and suitably and safely stored at the site of the work since the Contractor shall have begun the performance of this contract, and every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this Contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages (if any) to the date of said estimate, until such time as the compliance with the program has been restored; and provided, also that materials delivered to the site for which payment is included in the estimate shall not be removed from the site of the work prior to its completion without the written consent of the Engineer.

The estimates shall be signed by the Engineer and approved by the Owner, and after such approval the Owner, subject to the foregoing provisions, will pay or cause to be paid to the Contractor, in the manner provided by law, the estimated value of the work performed and of the value of the materials furnished and delivered and unused and suitably and safely stored at the site of the work, such materials to be those which are proposed and suitable for permanent incorporation in the work, less retainage of ten percent (10%).

When fifty percent (50%) of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Engineer, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the Engineer determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an Owner, the contractor and subcontractors shall be entitled to resume withholding retainage accordingly.

At Substantial Completion of the work or such other standard of completion as may be provided in the contract documents and as Engineer determines the work to be reasonably satisfactory, the Owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Engineer shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

O. CHANGE IN WORK, ALTERATIONS, OMISSIONS & EXTRA WORK

Owner reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Owner, and, also, to make such alternations or deviations, additions to, or omissions

from the work or the Contract Drawings and Specifications, as may be determined during progress of the work to be necessary or advisable for the proper completion thereof. Upon written order of the Owner, the Contractor shall proceed with the work as increased, decreased or altered.

The Engineer is authorized to order, on behalf of the Owner, minor changes in the work which do not involve extra cost to Owner and which do not change the character of the work; he is not authorized to order any other changes, alterations, omissions, additions, or extra work, unless the same are approved in a Contract Supplement properly authorized in writing by the governing unit of the Owner. No claim of Contractor for extra compensation because of any change, alteration, omission, addition or extra work will be paid or be payable unless a written order for such charge, alteration, omission, addition or extra work, is signed by the authorized representative of the Owner.

When any changes decrease the amount of work to be done, such changes shall not constitute a basis or reason for any claim by Contractor for extra compensation or damages on account of any anticipated profits which he thereby loses on the omitted work; and Contractor shall not be entitled to any compensation or damages therefore.

P. USE OF EQUIVALENT MATERIAL, PRODUCTS, AND EQUIPMENT

The materials, products and equipment described in the Project Specifications establish a standard of required function, dimension, appearance and quality to be met by any proposed equivalent. Bidder shall provide manufacturer's specifications and system description, product data and installation instructions, and warranty, as applicable.

Q. ABILITY TO MEET PROJECT SPECIFICATIONS

Bidder must check applicable blank below. Bidder affirms meeting exactly the project specifications:

YES _____ NO _____

R. ANY DEVIATION FROM PROJECT SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY THE BIDDER

The Owner reserves the absolute right to approve or reject any proposed equivalent materials, products and equipment and may reject any bid which does not exactly meet the Project Specifications.

Bidder will explain exact particulars where the bid does not meet exactly the Project Specifications if "NO" is checked above. Use additional sheets and provide drawings, performance and test data as necessary.

S. DELIVERY/COMPLETION

The work must be completed no later than **60** days from the date of the notice to proceed. Bidder shall provide firm dates of work:

Start date: _____

Finish date: _____

T. EXPERIENCE

Bidder shall submit a list of three (3) or more municipal and major development projects of similar size and scope. List shall include project name, location, contact person, telephone number, contract amount, and completion date. Bidder shall use an adequate number of workers, including a specifically assigned construction superintendent, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and methods needed for proper performance of this work. **A project designated superintendent shall be assigned to the project, be present on a daily basis during the prosecution of the work and be accountable to the Engineer for coordination, scheduling and completion of the work and for the resolution of conflicts, problems and complaints arising from the work. Provide the name of the superintendent and contact information and an organizational chart that documents the strength of work force assigned to the project to ensure all work can be completed within the contract limits established herein with the bid package materials.**

U. BIDDER SHALL PROVIDE AT LEAST THREE (3) OR MORE JOB REFERENCES

See Appendix A for Reference Form.

V. WARRANTY AND/OR GUARANTY

All installation shall be under warranty, including all materials and labor, for a period of twelve (12) months against defects, defective materials and/or workmanship, such period to start upon final acceptance of work by the City of Decatur, as required by the General Conditions.

W. SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or omission from these specifications of a detailed description concerning any point shall be regarded as meaning only that the best commercial practices are to prevail and that only materials of first quality and correct size, type and design are to be used. All interpretations of the specifications shall be made upon the basis of this statement with the owner's interpretation to prevail.

X. EQUIPMENT LIST

The Bidder shall furnish will the Bid package a list of all equipment proposed for use for the project. Refer to the Contract Specifications for the specific equipment data required.

Y. PROJECT SPECIFICATIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted below.

SECTION 101 - DEFINITION AND TERMS

Section 101.14 - COMMISSIONER

Delete as written and substitute the

following:

CITY MANAGER, CITY OF DECATUR, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE CITY MANAGER

Section 101.22 - DEPARTMENT

Delete as written and substitute the following:

PUBLIC WORKS DEPARTMENT, CITY OF DECATUR

Section 101.24 - ENGINEER

Delete as written and substitute the following:

PROJECT MANAGER, CITY OF DECATUR, ACTING DIRECTLY OR
THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE
PROJECT MANAGER

Section 101.84 – COUNTY

Add: PROJECT MANAGER, CITY OF DECATUR

SECTION 150 - TRAFFIC CONTROL

ADD to GDOT SSCTS section 150: "The Contractor to conform to MUTCD and the State of Georgia Department of Transportation for traffic control. The contractor shall submit a proposed Traffic Control Plan, for approval, to the City Engineer, before starting any work. Full permanent advanced warning signs (with lights as needed or as ordered by the Engineer) are required per Georgia Standard 9106 and 9107. All construction signs and devices will be in like new condition and meet the latest GDOT requirements. Warning lights and flags will be used if required by the Engineer. All Flaggers must be GDOT Certified. Traffic control will include flagging and covering areas along the site area that may present safety issues with pedestrians. The Contractor must maintain a safe work zone for their employees, pedestrians, and vehicular transportation (including any temporary striping needed). Any use of commercial parking areas must be coordinated between the Contractor and the property owner, prior to construction. Access to existing streets and drives must be maintained at all times, and is the responsibility of the Contractor. The Contractor shall submit a Plan for Closure of said roadway to the City Engineer for approval before starting work. Closure plans to include all detour routes and signage."

SECTION 7 : LOCATION MAP



APPENDIX A: STANDARD FORMS

REFERENCES

Please provide the City with the last three (3) clients of similar size and scope. You may submit your standard list of references as opposed to using this form, but you still need to complete and sign at the bottom.

REFERENCE # 1

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 2

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 3

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

REFERENCE # 4

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Person Telephone Number: _____

Email Address (required): _____

Date When Work Performed: _____

Description of Work Performed: _____

LIST OF PROPOSED SUBBIDDERS

PROVIDE THE FOLLOWING INFORMATION FOR EACH PROPOSED SUBBIDDER.

1. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

2. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

3. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

4. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

(Signed) _____

(Title)

(Date)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____.

County of _____.

_____, being first duly sworn, deposes and says that:

(1) He (She) is _____
(owner, partner, officer representative, or agent)

of _____, the Bidder that has submitted the attached Bid;

(2) He (She) is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Georgia or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 2019

My commission expires _____

FEDERAL WORK AUTHORIZATION PROGRAM

Bidder and SubBidder Evidence of Compliance

All Federal Work Authorization Program Forms Enclosed Must Be Completed and Submitted With The Bid Proposal for The Prime Bidder and All SubBidders Listed on The List of Proposed SubBidders Contained in The Bid Package for The Bid Submittal to Be Deemed Complete

FEDERAL

**Georgia's Illegal Immigration Reform and Enforcement Act of 2011
Contractor, Subcontractor and Sub-subcontractor Evidence of Compliance**

Contractor, all Subcontractors, and all Sub-subcontractors shall comply with Georgia's Illegal Immigration Reform and Enforcement Act of 2011. Contractor, Subcontractors and Sub-subcontractors, must provide Evidence of Compliance with these requirements, by:

1. Registering with the United States Department of Homeland Security federal work authorization E-Verify program.
2. Providing the Employment Eligibility Verification Program (EEV) Basic Pilot Program User Identification Number.
3. Providing Affidavits using the attached forms, maintaining records and affidavits for inspection by Owner at any time, and incorporating and attaching affidavits to contracts for construction.

Note: Below is a link to the U.S. Department of Homeland Security E-Verify site where a Contractor, Subcontractor, and/or Sub-subcontractor can register for the program.

<http://www.dhs.gov/e-verify>

Contractor Affidavit 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 Decatur has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Executed on _____, _____, 2019 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 _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with

Name of Contractor

on behalf of the City of Decatur 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned subcontractor shall submit, at the time of such contract, this affidavit to

Name of Contractor

Subcontractor hereby 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 Subcontractor _____
Name of Project _____

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

Executed on _____, _____, 2019 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 _____, 2019.

NOTARY PUBLIC

My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for

Name of Subcontractor

and

Name of Contractor

on behalf of the City of Decatur 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

Name of Subcontractor

Sub-subcontractor hereby 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

Name of Project

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

Executed on _____, _____, 2019 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

[SIGNATURE ON NEXT PAGE]

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2019.

NOTARY PUBLIC

My Commission Expires _____

BIDDER AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Bidder verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with the City of Decatur (the "City"), a municipal corporation of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subBidder(s) in connection with the physical performance of services pursuant to this contract with the City, then the Bidder will secure from such subBidder(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the SubBidder Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Bidder further agrees to maintain records of such compliance and provide a copy of each such verification to the City, at the time the subBidder(s) is retained to perform such service.

Employment Eligibility Verification Program (EEV)/
Basic Pilot Program* User Identification Number

67951

City of Decatur EEV Basic Pilot
Program* User Identification
Number

BY: Authorized Officer or Agent
(Bidder Name)

Date

Title of Authorized Officer or Agent of Bidder

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

SUBBIDDER AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subBidder 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 under a contract with

(Name of Bidder)

on behalf of the City of Decatur, a municipal corporation of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

Employment Eligibility Verification Program (EEV)/
Basic Pilot Program* User Identification Number

67951

City of Decatur EEV Basic Pilot
Program* User Identification
Number

BY: Authorized Officer or Agent
(SubBidder Name)

Date

Title of Authorized Officer or Agent of SubBidder

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

___ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

PRIME BIDDER'S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. § 13-10-91, all qualifying Bidders and sub-Bidders performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime Bidders may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").

The date by which a prime Bidder must register and participate in a qualifying federal work authorization program depends on the number of employees in the prime Bidder's company. If the prime Bidder's company has 500 or more employees, it is required to register and participate in a qualifying federal work authorization program by July 1, 2007. If the prime Bidder's company has 100 or more employees, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2008. If the prime Bidder's company has 99 employees or fewer, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

_____ The undersigned has registered for and is participating in a qualifying federal work authorization program.

or

_____ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time because it has less than ___ employees. But, when the undersigned becomes a qualifying prime Bidder in the future, the undersigned agrees to register for and participate in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subBidder(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subBidder(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form "SubBidder's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each sub-Bidder's verification to the public employer at the time the sub-Bidder is retained to perform such service.

[SIGNATURE ON NEXT PAGE]

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Employment Eligibility Verification Program
(EEV)/Basic Pilot User Identification Number
(if applicable)

Printed Name of Authorized Officer
or Agent

67951

City of Decatur Basic Pilot User
Identification Number

With express authority on behalf of:

Printed Name of Prime Bidder

Subscribed and Sworn before me on
This ___ day of _____, 2019.

Notary Public

My Commission Expires: _____.

SUBBIDDER’S WORK AUTHORIZATION CERTIFICATION

Pursuant to O.C.G.A. § 13-10-91, all qualifying Bidders and sub-Bidders performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Sub-Bidders may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”).

The date by which your company must register and participate in a federal work authorization program depends on the number of employees in your company. If your company has 500 or more employees, you are required to register and participate in a qualifying federal work authorization program by July 1, 2007. If your company has 100 or more employees, you are required to register and participate in a federal work authorization program by July 1, 2008. If your company has 99 employees or fewer, it is required to register and participate in a federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

_____ The undersigned has registered for and is participating in a qualifying federal work authorization program, *or*

_____ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time because it has less than ___ employees. But, when the undersigned becomes a qualifying sub-Bidder in the future, the undersigned agrees to immediately:

- (1) Notify the covered prime Bidder; *and*
- (2) Register for and participate in a qualifying federal work authorization program.

BY: Authorized Officer or Agent

Date

Title of Authorization Officer or Agent

Subscribed and Sworn before me on this
the ___ day of _____, 2019.

Printed Name

Notary Public

Employment Eligibility Verification Program
(EEV)/Basic Pilot User Identification Number

My Commission Expires: _____

67951 _____ City of Decatur Basic Pilot User Identification Number

