

**INVITATION TO BID (ITB)**

**ITB 18-109**

**Walk 18-102 North Druid Hills Road Sidewalk**  
**Invitation to Bid Due: April 19, 2018 @ 12noon EST.**  
**Pre-Bid Conference will be held at 2:00 p.m. EST. April 4, 2018**

**Location:**

**City of Brookhaven City Hall**  
**4362 Peachtree Road**  
**Brookhaven, GA 30319**

**Deadline for Questions: April 4, 2018 at 5:00pm**

Questions must be directed to:

City of Brookhaven via e-mail: [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov)

Questions will only be accepted via email to ensure the same information is given to everyone. A questions addendum will be issued shortly after the deadline and posted on the City's Purchasing Page.

**Instructions to Proposers**

All spaced below are to be completed and the Invitation to Bid Letter page must be signed where indicated. Failure to sign and return Invitation to Bid Letter may cause rejection of the Invitation to Bid.

Invitation to Bid of:

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Submit Invitation to Bid (ITB 18-109) to:  
City of Brookhaven Purchasing Office  
4362 Peachtree Road Brookhaven Georgia 30319

**Invitation to Bid (ITB) shall be presented in a sealed opaque envelope with the bid number and name ITB 18-109- Walk 18-102 North Druid Hills Road Sidewalk clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL PAPER COPY AND ONE DISK/FLASH DRIVE OF THE BID MUST BE SUBMITTED.**

**The City of Brookhaven will only accept one bid from a contractor. The City has the right to reject bids that appear to be the same or duplicate if it is in the best of the City to do so. No disputes will be accepted.**

## SCOPE OF SERVICES

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Brookhaven Project WALK 18-102 N. Druid Hills Road Sidewalk Project, as per the attached layouts and descriptions.

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.

There is no City furnished equipment to be installed by the Contractor.

### **WALK 18-102**

#### **N Druid Hills Road (Arrington Ln to Colonial Dr):**

The Walk 18-102 N Druid Hills Road Sidewalk Project is on the west side of North Druid Hills Road and begins at the end of the existing sidewalk to the north of Arrington Lane and extends to Colonial Drive as depicted in the attached documents.

### **Time and Liquidated Damages**

The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than **60 calendar days**, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **Substantial Completion**

Substantial Completion shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

## **Time is of the Essence**

All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **Project Scope**

This is a lump sum not to exceed project and will include the construction of approximately 450 linear feet of five-foot wide concrete sidewalk with 1 handicap ramp and five concrete driveway aprons. Work will include the installation of approximately 120 linear feet of header curb. Two gravity rubble and mortar walls totaling approximately 95 feet are proposed along the frontage of two of the parcels as shown on Drawing Sheet 5. Existing water meters within limits of sidewalk to be raised to be flush with sidewalk. Please refer to the bid schedule for specific quantities.

Project Scope shall include the following:

1. Site layout to include marking sidewalk path prior to construction for City approval.
2. Site preparation to include removal of trees within limits of construction (site grading).
3. Unit price to include excavation and removal of existing cross-tie retaining walls, a brick retaining wall and brick pavers located within the right-of-way (site grading).
4. Unit price to include construction of 25 CY of gravity rubble and mortar walls, including excavation and backfill.
5. Unit price for existing driveways to include excavation and removal or import of material for their replacement as specified by the Engineer.
6. Raise approximately 355 linear feet of granite curb to have a 6" reveal.
7. The per unit pay items shall include all clearing and grading work, permanent grassing of disturbed areas not sodded, any work required under the special provisions, all necessary erosion control, and all work called out in the plans or specifications.
8. Coordination with property owners to ensure adequate access to all properties. Property Owners to be given advance notice of work to be performed on their driveways.
9. Traffic control in accordance with City & MUTCD standards as well as removal and reset of traffic signage.
10. Installation & maintenance of erosion control devices to include daily covering of any disturbed areas with straw mulch as well permanent grassing up to ¼ acre, in addition to sod placement.
11. Undercut excavation necessary to achieve appropriate compaction.
12. The contractor shall irrigate newly installed landscaping a minimum of six times, as direct by Engineer.
13. All testing of materials shall be in accordance with GDOT specifications.
14. Disturbed areas shall receive permanent stabilization if not sodded or stabilized as directed by the engineer. If grassing activities are not in season, then rye grass or grassing as directed by the engineer will be utilized. Once grassing is in season, the area will be prepared and reseeded with permanent grassing.
15. Any irrigation facilities and yard lights damaged during the course of project activities shall be repaired and the contractor shall coordinate with the facility owner.

## **General Notes:**

1. The Contractor is responsible for calling for utility locations prior to the start of the project. It shall be the Contractor's responsibility to coordinate his work with any utility owner whom maybe in conflict with his work. No claims will be considered for extra compensation.
2. Any item which must be removed during the construction work and is not specially called for shall be removed by the Contractor. The cost shall be included in the unit cost for the bid items. No claims will be considered for extra compensation.
3. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications as directed, and the terms of this contract. No additional unit costs shall be allowed for clearing, grubbing and/or grading activities unless otherwise specified.
4. All clearing, grubbing and/or grading activities shall be included in the unit cost for other items requested.
5. Contractor shall coordinate with property owners to ensure adequate access to all properties at all times.
6. The general descriptions of each item of work are as described in the Georgia Department of Transportation's standards and specifications, complete and accepted. Any conflicts which might occur during the course of the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.
7. Upon the completion of each project, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the Contractor. The cost for such removal and disposal of such items will be included in the project bid items. No claims will be considered for extra compensation.
8. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Brookhaven, Georgia, Public Works Director or City of Brookhaven, Georgia, Public Works Designee".
9. Working hours are expected to be Monday through Friday, 8:00 A.M. to 5:00 P.M. except where otherwise noted. Lane closures are limited to the hours of 9:00 A.M to 4:00 P.M. No work is permitted on city-observed holidays.
10. Contractor shall have all vehicles marked with their company name.
11. The Contractor will participate in one overall contract pre-construction meeting at the site shortly after award of the contract and other meetings as required. The City may at its discretion require meetings between the Contractor superintendent and the Engineer to be held once a week with two-week schedule look-a-heads or additional meetings to ensure project execution.
12. Any quantities of any of the pay items in the bid schedule of the contract that exceed the plan quantities will be installed on an as needed basis, as directed by the engineer.
13. The Contractor will provide video and pictures of the project area before the project begins and after the project is complete. The video and pictures will be provided to the City once it is complete in an acceptable format.
14. The City of Brookhaven will not provide restroom facilities.
15. The Contract shall perform project housekeeping/clean-up daily. A 24-hour contact must be provided to the City of Brookhaven Call Center for all issues as needed in regard to the project for

any safety, signage, erosion control, or other emergency as needed.

16. The Contractor's performance will be measured based on the following:

- Compliance with the Scope of Work
- Meeting the agreed upon schedule dates
- Submission of all deliverables as specified

17. North Druid Hills Road is classified as a major thoroughfare. Traffic flow shall be maintained throughout the work period. Any traffic control or lane closures shall be approved by the Engineer in

**This bid will require bonds. Please see bonding documents at the end of this procurement.**

## **INSURANCE REQUIREMENTS**

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

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36)

months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Brookhaven, 4362 Peachtree Road Brookhaven, Georgia 30319.

**TO CONTRACT AGREEMENT  
 BID SCHEDULE**

| Description                                  | Estimated Qty | Unit | Unit Price | Total Price |
|--|---------------|------|------------|-------------|
| TRAFFIC CONTROL                              | 1             | LS   |            |             |
| SITE GRADING (SEE SCOPE)                     | 1             | LS   |            |             |
| ADJUST GRANITE CURB, TP A                    | 355           | LF   |            |             |
| DRIVEWAY CONC., 6 IN THK                     | 125           | SY   |            |             |
| CONC. SIDEWALK, 4 IN THK                     | 250           | SY   |            |             |
| CONC. HEADER CURB, 10 IN., TP 4              | 120           | LF   |            |             |
| MORTAR RUBBLE MASONRY WALL                   | 25            | CY   |            |             |
| GR. AGGR BASE CRS, INCL MATL                 | 100           | TN   |            |             |
| ADJUST WATER METER BOX TO GRADE              | 5             | EA   |            |             |
| CONSTRUCT AND MAINTAIN TEMP SILT FENCE, TP A | 550           | LF   |            |             |
| TEMPORARY GRASSING                           | .25           | AC   |            |             |
| MULCH  | 5             | TN   |            |             |
| SOD  | 1100          | SY   |            |             |
|  |               |      |            |             |

**Total Bid Excludes City Controlled Contingency**

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

**Total Base Bid Amount in Words:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

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

**Print:** \_\_\_\_\_

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

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**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID**





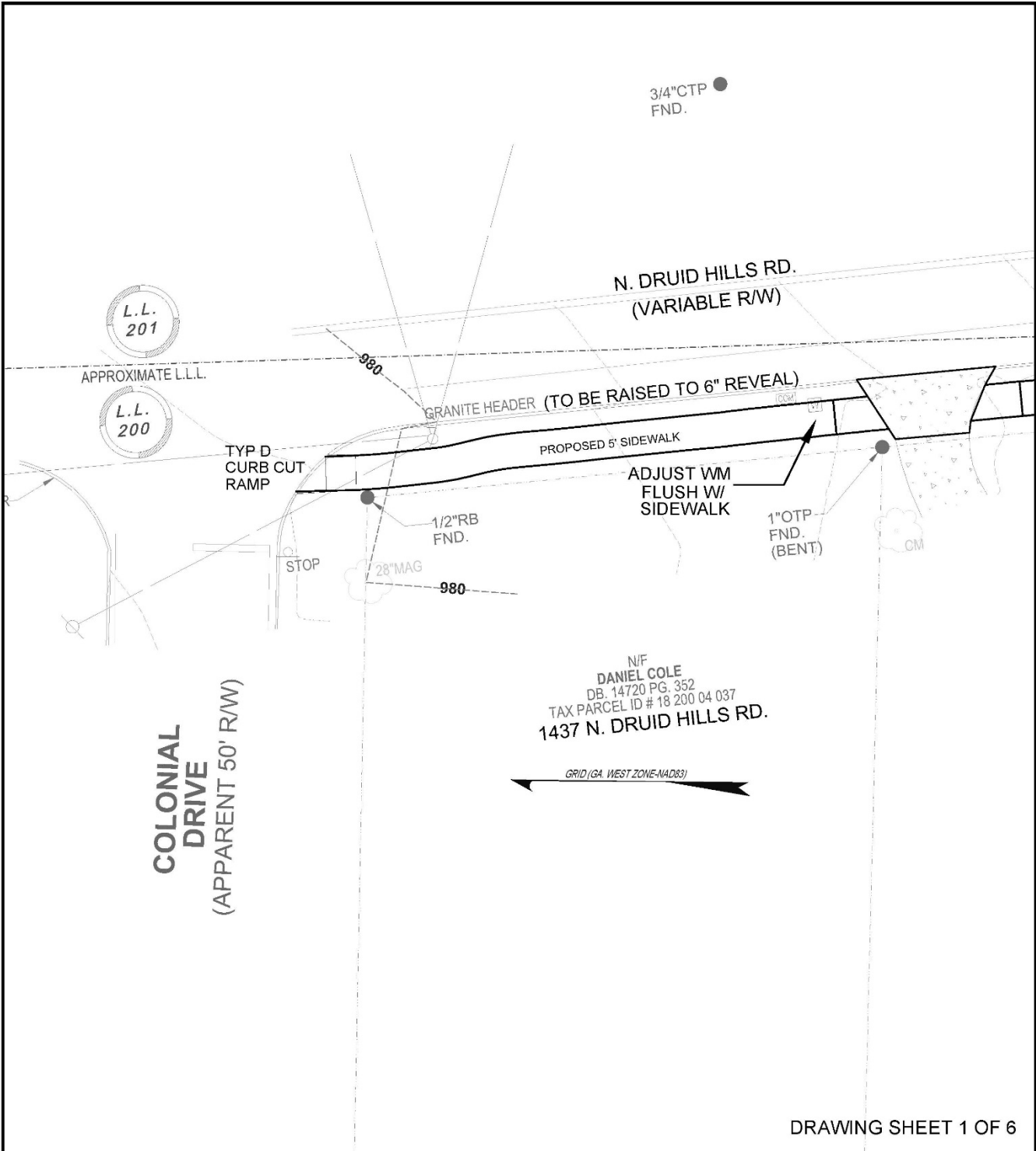
WALK 18-102 N Druid Hills Rd Sidewalk

Date: 6/23/2017

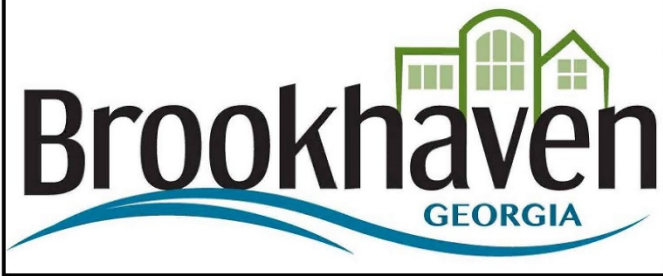


For Planning Purposes Only. The City of Brookhaven assumes no legal responsibility for the information shown on this map. Information may be obtained via an official Zoning Certification Request.

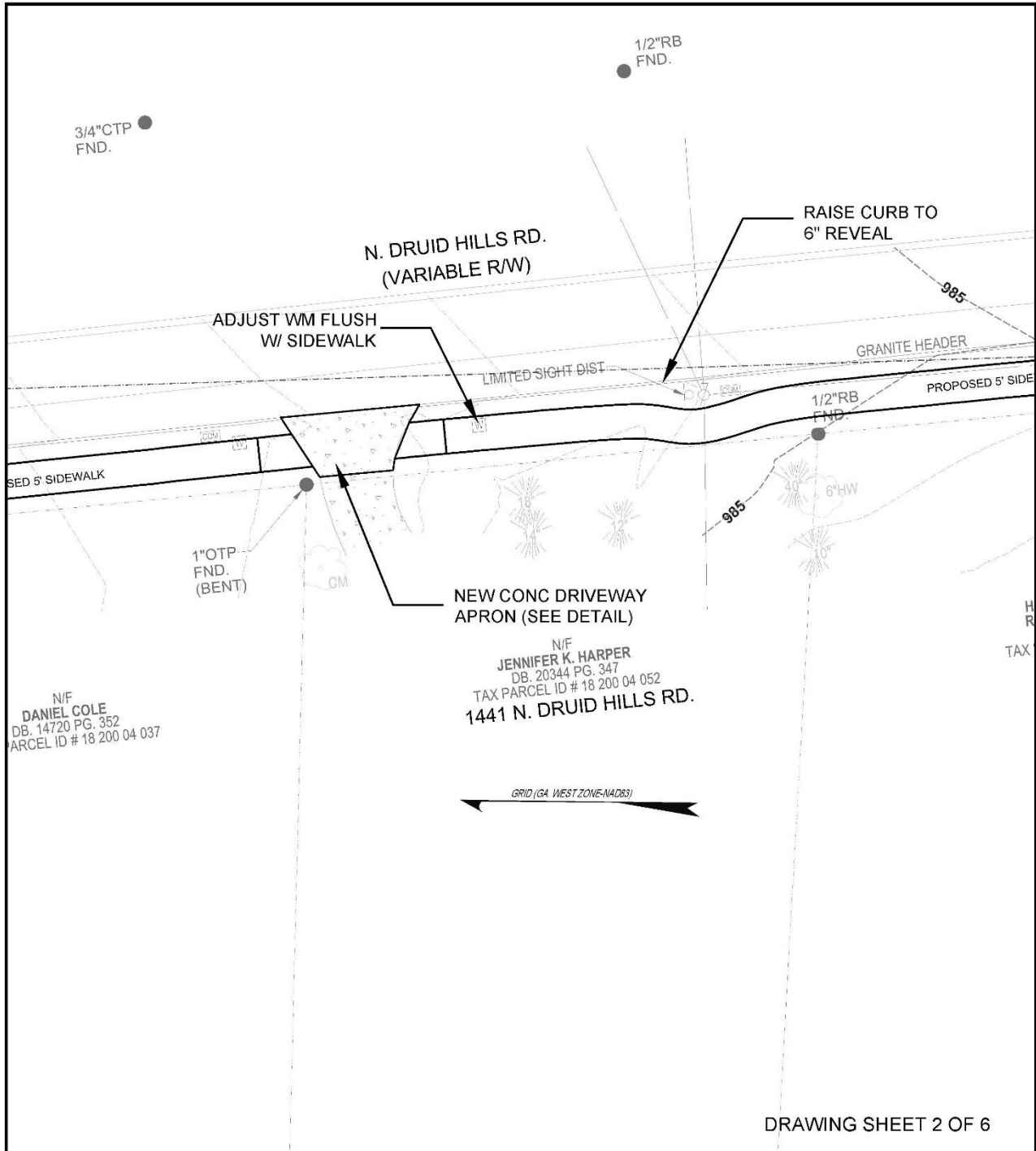
- Legend**
- Street Label
  - Address Points
  - Buildings**
    - Rule\_1
  - Buildings**
    - Rule\_1
  - Sidewalk
  - City of Brookhaven
  - Neighboring Cities
  - TaxParcel
  - Lake
  - Creek or Stream
  - Proposed Sidewalk
  - Affected Parcels



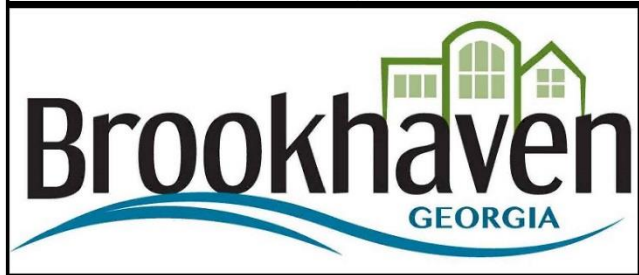
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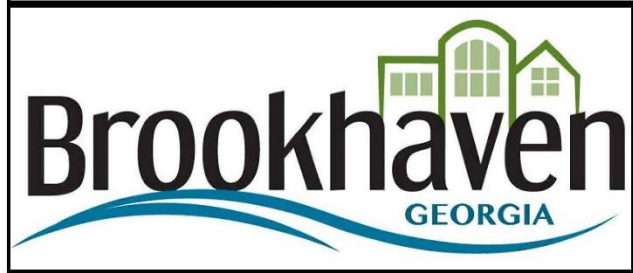
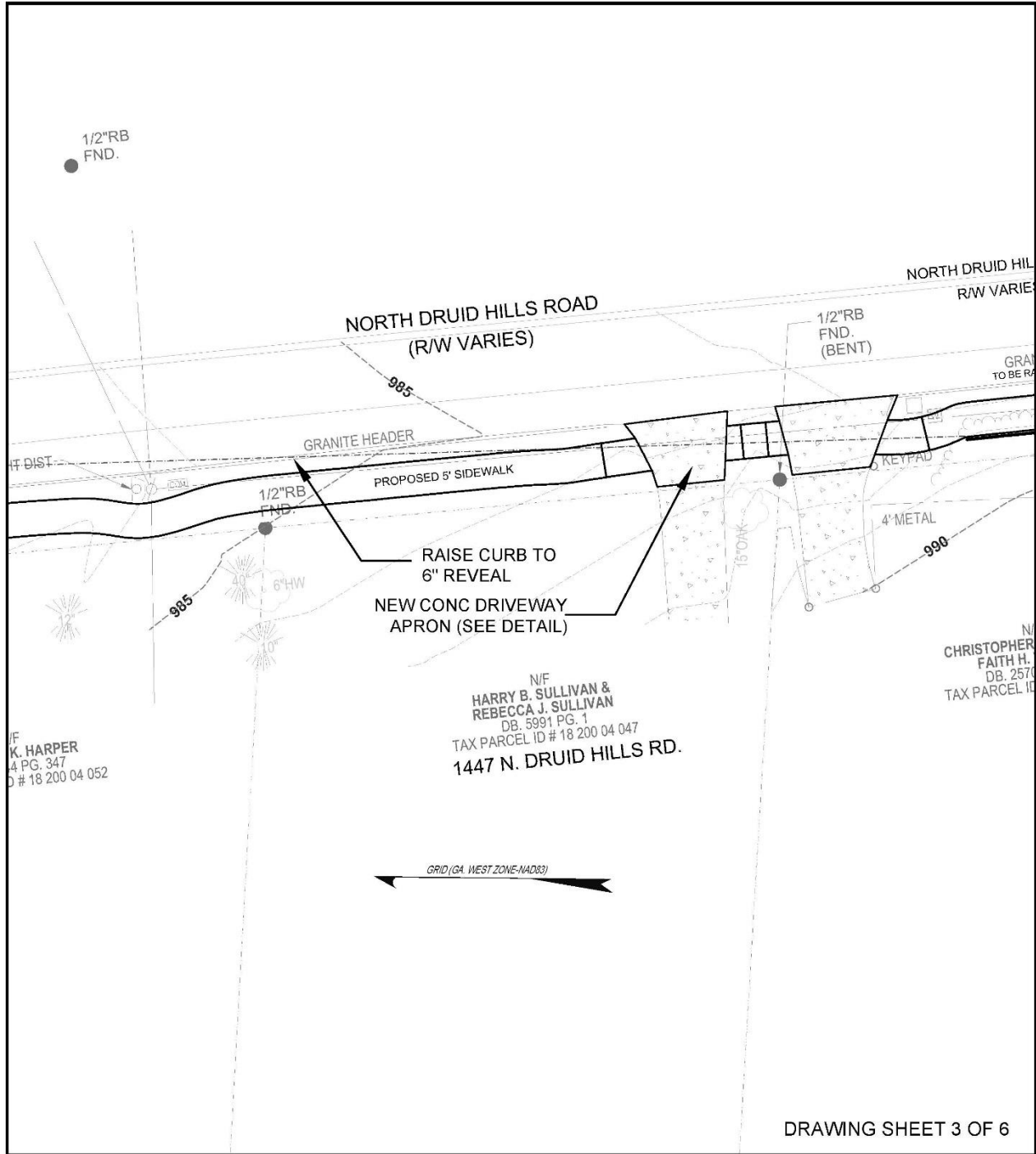
CITY OF BROOKHAVEN  
PUBLIC WORKS DEPARTMENT  
SIDEWALK PROJECT WALK 18-102  
N. DRUID HILLS ROAD  
ARRINGTON LN TO COLONIAL DR.



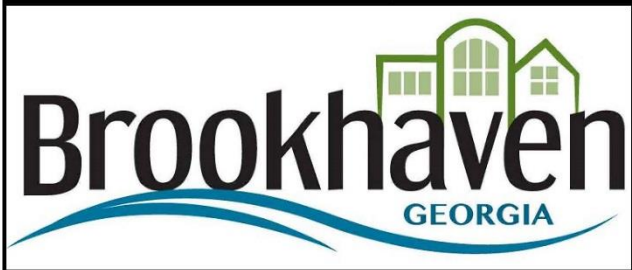
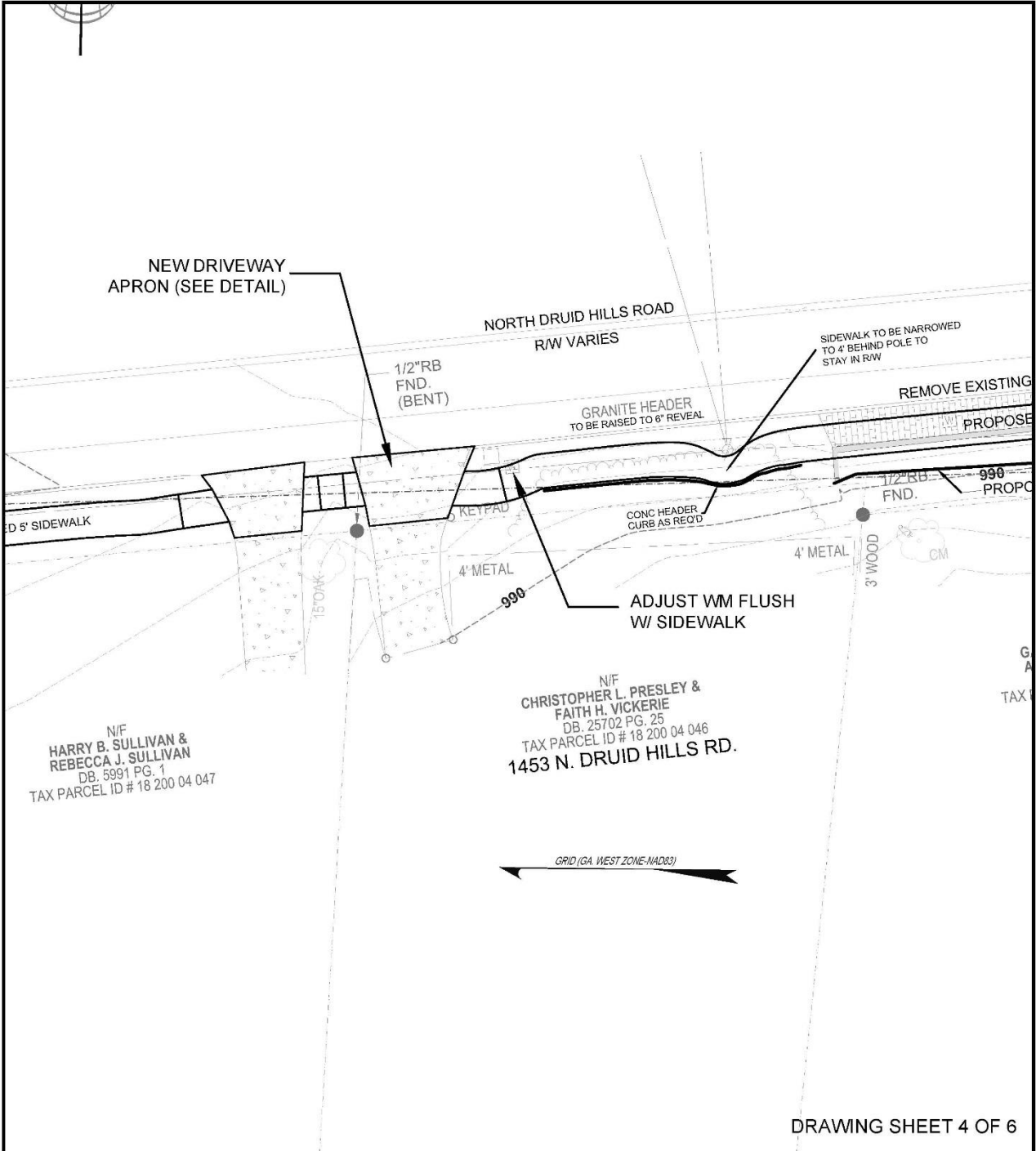
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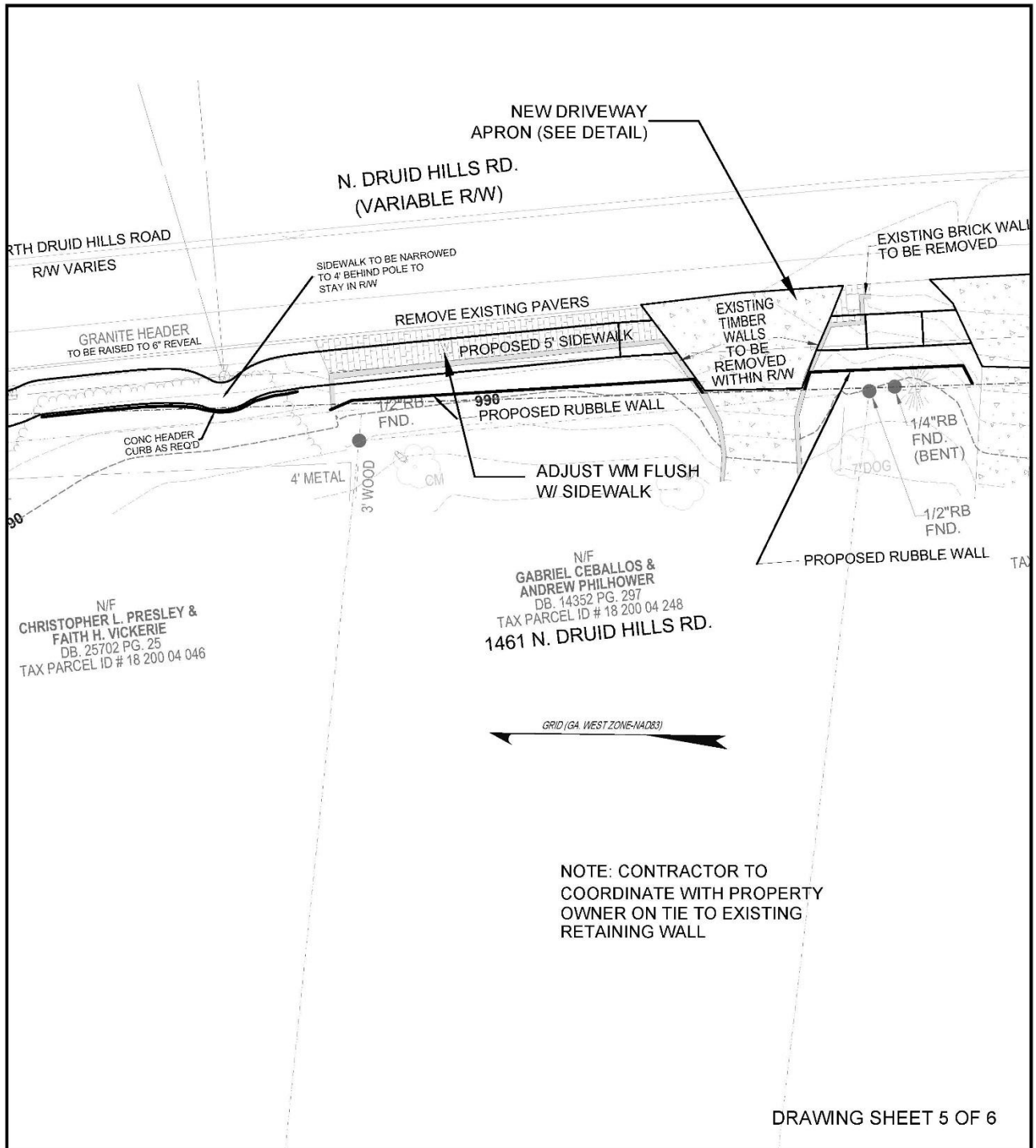
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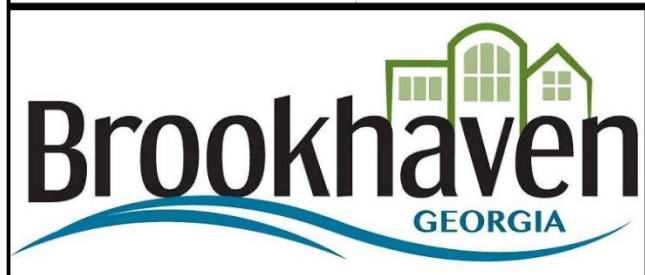
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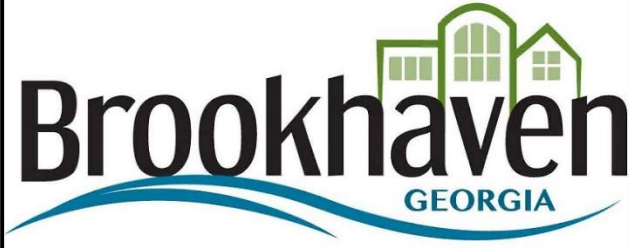
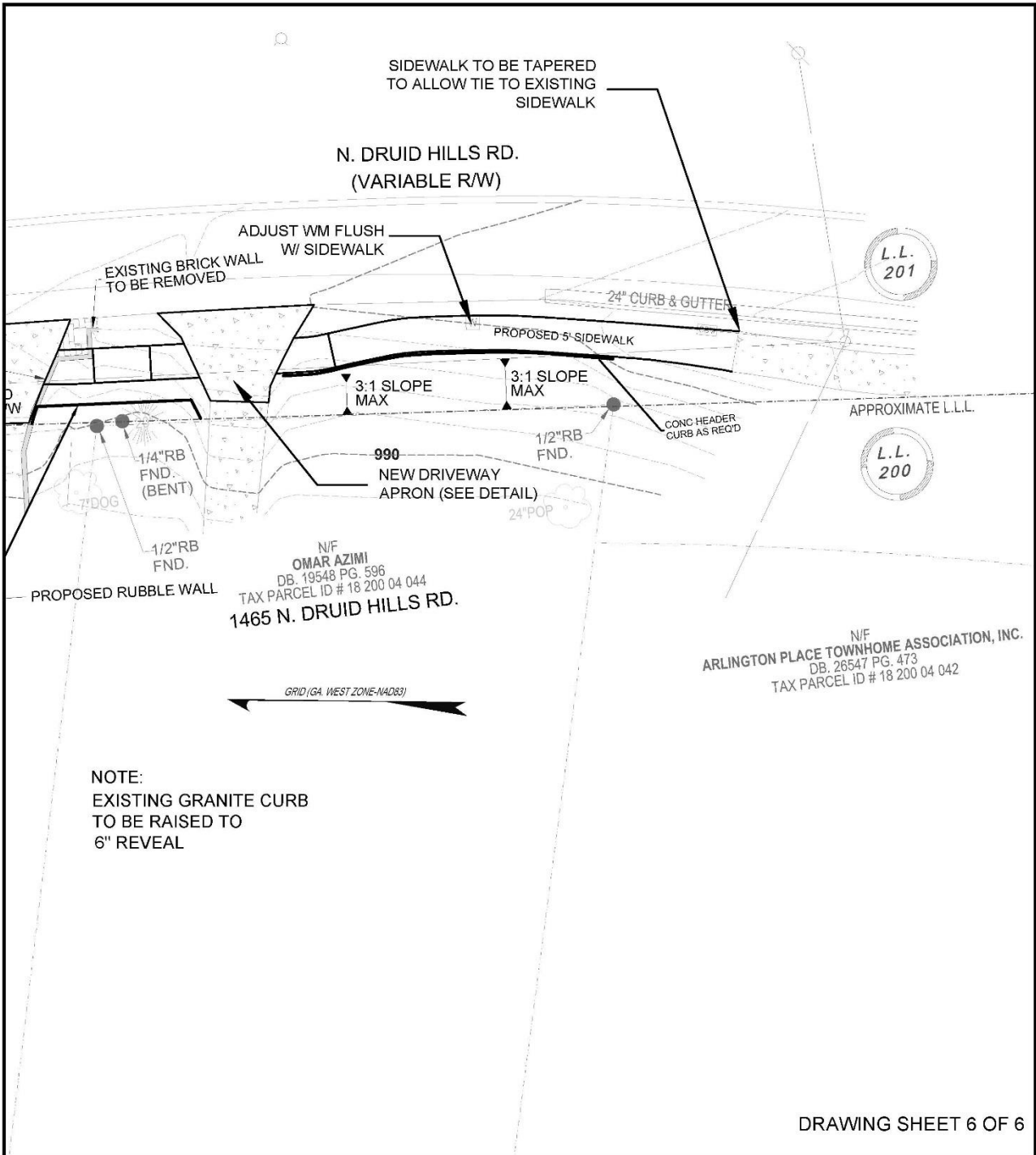
CITY OF BROOKHAVEN  
PUBLIC WORKS DEPARTMENT  
SIDEWALK PROJECT WALK 18-102  
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ARRINGTON LN TO COLONIAL DR.



DRAWING SHEET 5 OF 6

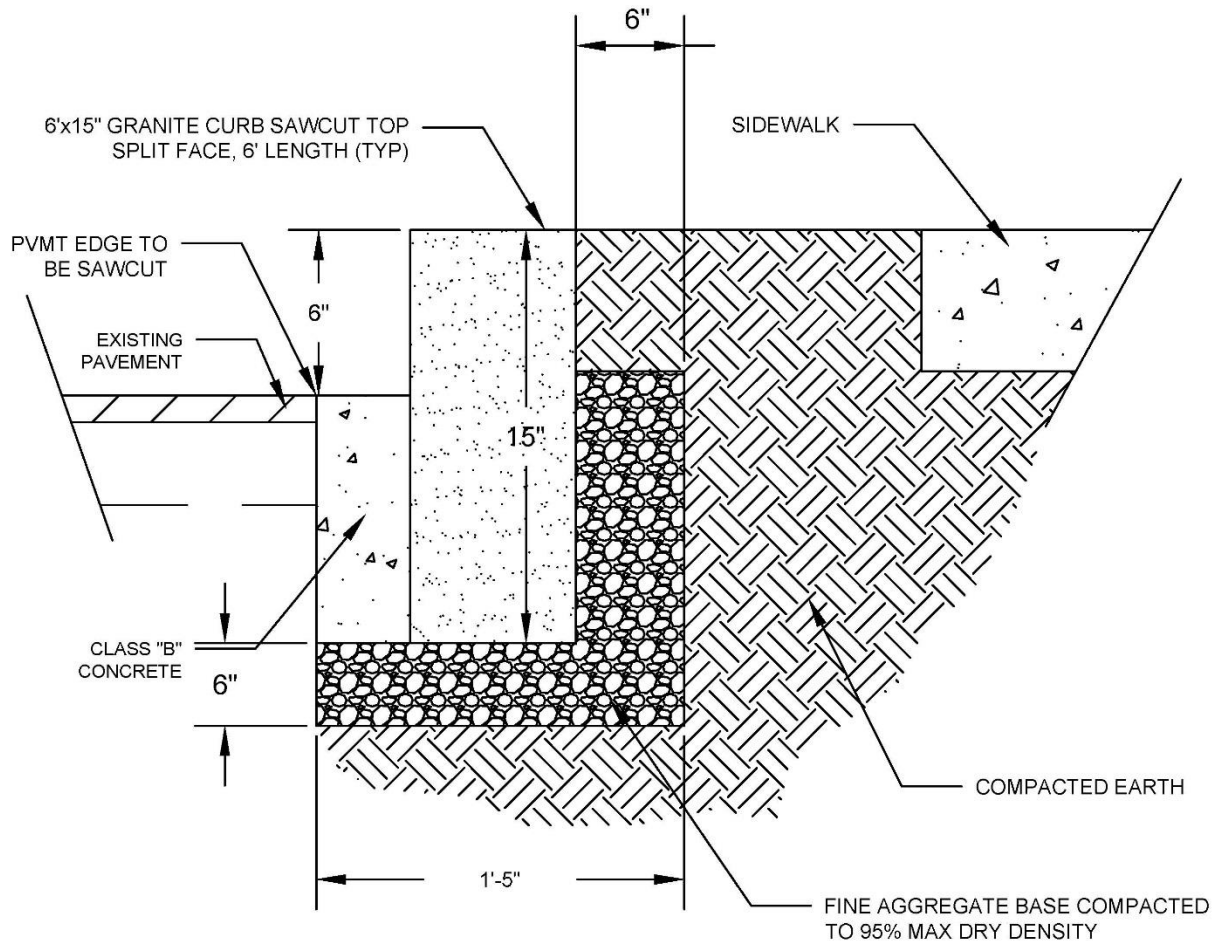


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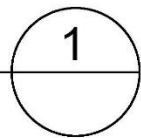


CITY OF BROOKHAVEN  
PUBLIC WORKS DEPARTMENT  
SIDEWALK PROJECT WALK 18-102  
N. DRUID HILLS ROAD  
ARRINGTON LN TO COLONIAL DR.

CONCRETE TO BE TOP BRUSHED  
WITH BLACK DYE

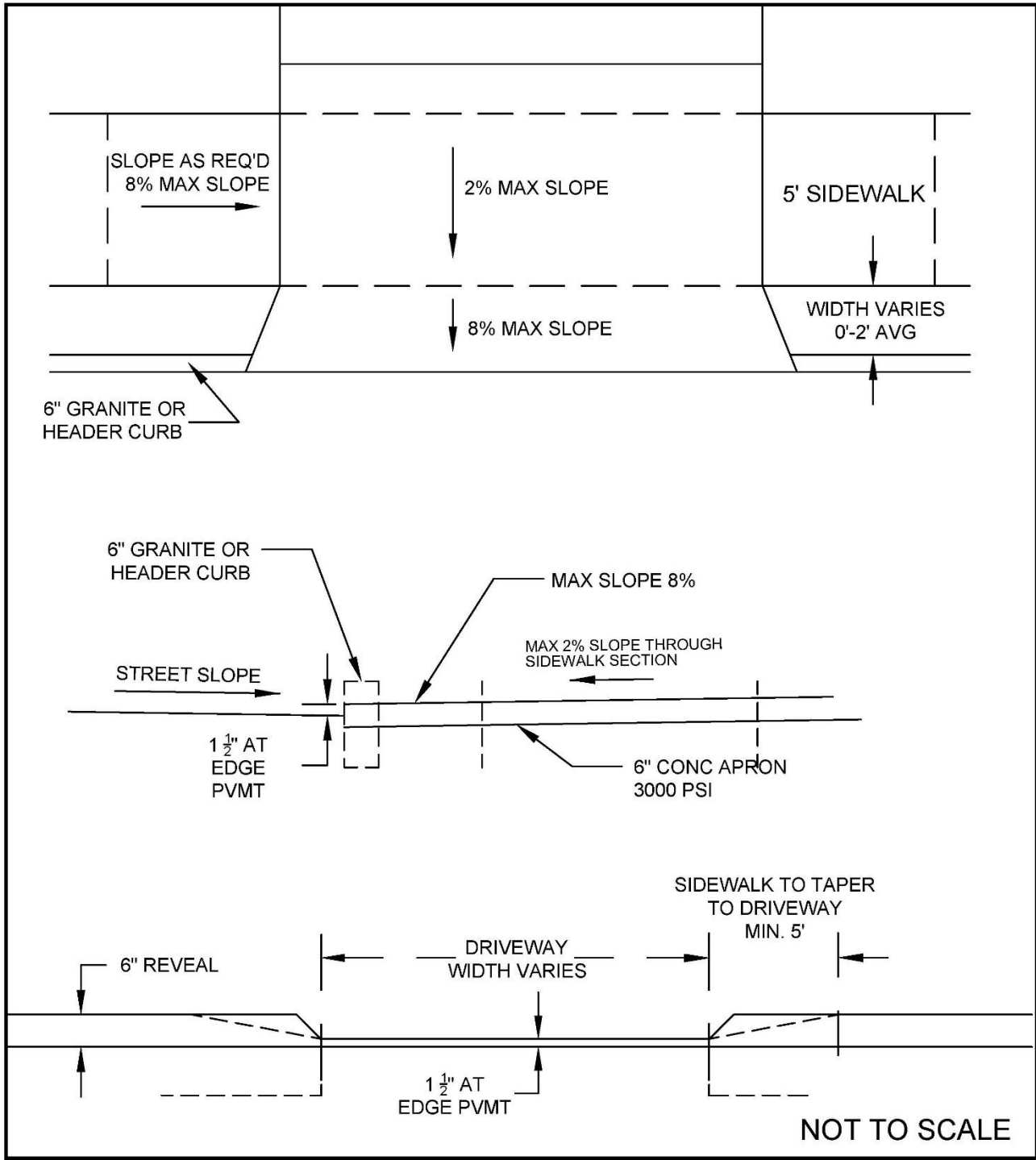


**6" GRANITE CURB  
DETAIL**  
SCALE: NTS

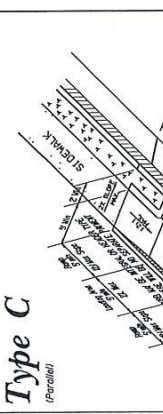
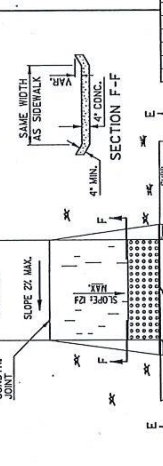
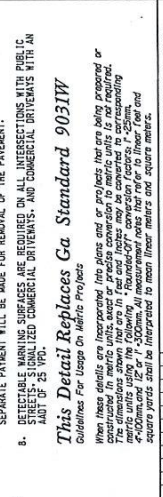
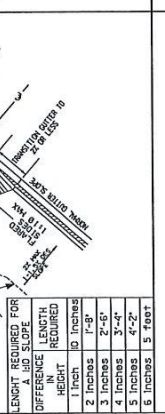
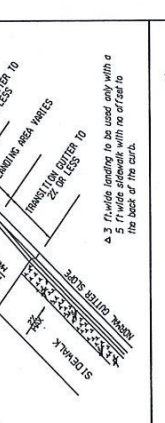
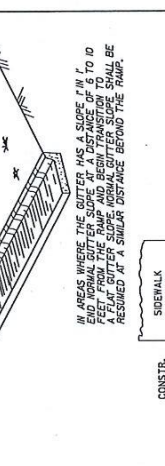
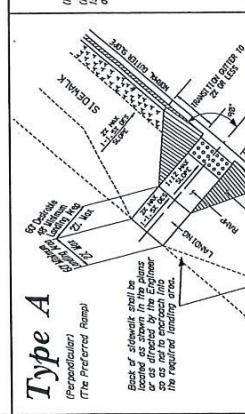
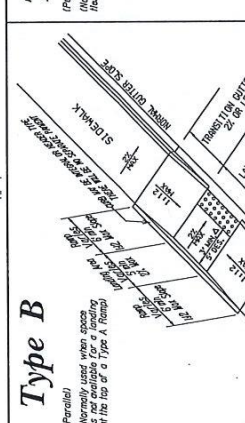
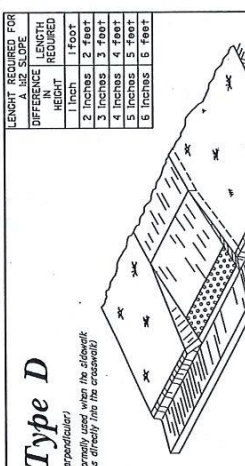
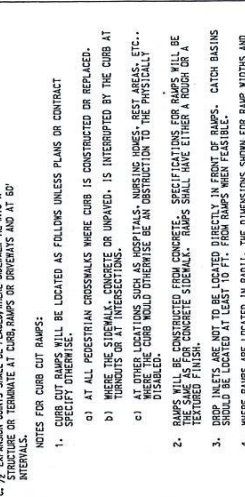
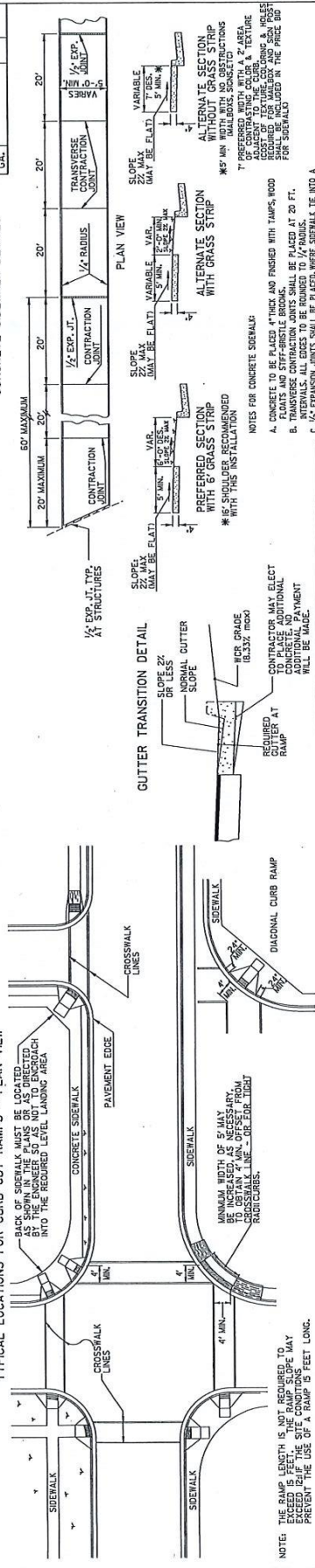


CITY OF BROOKHAVEN  
PUBLIC WORKS DEPARTMENT  
GRANITE CURB DETAIL





CITY OF BROOKHAVEN  
PUBLIC WORKS DEPARTMENT  
RESIDENTIAL DRIVEWAY DETAIL  
AT GRANITE HEADER CURB



NOTES FOR CONCRETE SIDEWALKS:

- CONCRETE TO BE PLACED 4" THICK AND FINISHED WITH TAMPS, WOOD STRIPS, AND FINISHED WITH A 1/4" FINISH.
- TRANSVERSE CONTRACTION JOINTS SHALL BE PLACED AT 20 FT. INTERVALS. ALL EDGES TO BE FINISHED TO 1/4" RADIUS.
- 1/2" EXPANSION JOINTS SHALL BE PLACED AT 20 FT. INTERVALS. THE 1/2" JOINTS SHALL BE FINISHED AT CURB RAMP OR INTERSECTIONS AND AT 60" INTERVALS.

NOTES FOR CURB CUT RAMP:

- CURB CUT RAMP SHALL BE LOCATED AS FOLLOWS UNLESS PLANS OR CONTRACT SPECIFY OTHERWISE:
- AT ALL PEDESTRIAN CROSSWALKS WHERE CURB IS CONSTRUCTED OR REPLACED.
- WHERE THE SIDEWALK, CONCRETE OR UNPAVED, IS INTERRUPTED BY THE CURB AT TURNOUTS OR AT INTERSECTIONS.
- AT OTHER LOCATIONS SUCH AS HOSPITALS, NURSING HOMES, REST AREAS, ETC., WHERE THE CURB WOULD OTHERWISE BE AN OBSTRUCTION TO THE PHYSICALLY DISABLED.
- RAMP SHALL BE CONSTRUCTED FROM CONCRETE. SPECIFIC FINISHES FOR RAMP SHALL BE HEAVY FRESH CONCRETE SIDEWALK. RAMP SHALL HAVE EITHER A RADIUS OR A FLAT FINISH.
- DRIP INLETS ARE NOT TO BE LOCATED DIRECTLY IN FRONT OF RAMP. CATCH BASINS SHOULD BE LOCATED AT LEAST 10 FT. FROM RAMP WHEN FEASIBLE.
- WHERE RAMP ARE LOCATED IN FRONT OF THE DIMENSIONS SHOWN FOR RAMP WIDTHS AND TAPERS ARE MEASURED PERPENDICULAR TO THE RAMP AND NOT ALONG THE CURB.
- WHERE UTILITY STRUCTURES COME IN CONTACT WITH SIDEWALK OR CONCRETE PAVING SHALL BE ADJUSTED BY THE DESIGNER OR ENGINEER. PROVIDED THAT THE WIDTH REMAINS AS SHOWN ON THE PLANS. THE RAMP SHALL BE LOCATED AT LEAST 10 FT. FROM THE UTILITY STRUCTURE. THE RAMP SHALL BE LOCATED AT LEAST 10 FT. FROM THE UTILITY STRUCTURE.
- 1 1/2" FT. OF CURB AND CUTTERS WILL INCLUDE THE TRANSITIONED CURB IN FRONT OF RAMP. 50% OF CONCRETE SIDEWALK AND CONCRETE MEDIAN PAVING SHALL BE LOCATED IN FRONT OF RAMP. THE RAMP SHALL BE LOCATED AT LEAST 10 FT. FROM THE UTILITY STRUCTURE. THE RAMP SHALL BE LOCATED AT LEAST 10 FT. FROM THE UTILITY STRUCTURE.
- WHEN A CURB RAMP IS PLACED ON EXISTING PAVEMENT, THE PAVEMENT SHALL BE REMOVED AND REPAVED TO THE SAME GRADE AS THE PAVEMENT. THE RAMP SHALL BE LOCATED AT LEAST 10 FT. FROM THE UTILITY STRUCTURE. THE RAMP SHALL BE LOCATED AT LEAST 10 FT. FROM THE UTILITY STRUCTURE.
- DEFLECTORS OR MARKING SURFACES ARE REQUIRED ON ALL INTERSECTIONS WITH PUBLIC STREETS, UNPAVED COMMERCIAL DRIVEWAYS, AND COMMERCIAL DRIVEWAYS WITH AN ADJUST OF 25 YPD.

**This Detail Replaces Ga Standard 9031W**

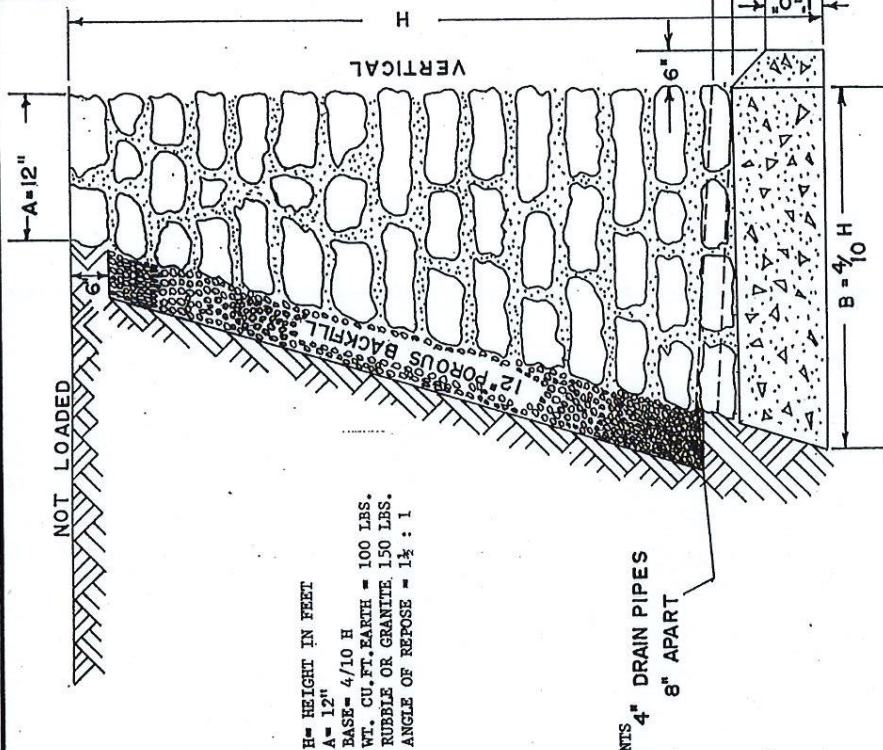
*Guidelines For Use on Traffic Projects*

When these details are incorporated into plans and projects that are being prepared or approved in metric units, avoid or provide conversion to metric units is not required. The units used in the following details are in feet and inches. Round and convert according to the following: 1/8" = 3.2mm, 1/4" = 6.4mm, 3/8" = 9.5mm, 1/2" = 12.7mm, 5/8" = 15.9mm, 3/4" = 19.1mm, 1" = 25.4mm, 1 1/4" = 31.8mm, 1 1/2" = 38.1mm, 1 3/4" = 44.5mm, 2" = 50.8mm, 2 1/4" = 61mm, 2 1/2" = 63.5mm, 2 3/4" = 68.8mm, 3" = 76.2mm, 3 1/4" = 86.4mm, 3 1/2" = 89mm, 3 3/4" = 94.3mm, 4" = 101.6mm, 4 1/4" = 111.8mm, 4 1/2" = 114.3mm, 4 3/4" = 119.7mm, 5" = 127mm, 5 1/4" = 137.2mm, 5 1/2" = 140mm, 5 3/4" = 146.1mm, 6" = 152.4mm, 6 1/4" = 162.6mm, 6 1/2" = 165.1mm, 6 3/4" = 170.5mm, 7" = 177.8mm, 7 1/4" = 188mm, 7 1/2" = 190.5mm, 7 3/4" = 196.1mm, 8" = 203.2mm, 8 1/4" = 213.7mm, 8 1/2" = 216.1mm, 8 3/4" = 221.6mm, 9" = 228.6mm, 9 1/4" = 239.1mm, 9 1/2" = 241.5mm, 9 3/4" = 247.1mm, 10" = 254mm, 10 1/4" = 264.5mm, 10 1/2" = 266.9mm, 10 3/4" = 272.4mm, 11" = 279.4mm, 11 1/4" = 289.9mm, 11 1/2" = 292.3mm, 11 3/4" = 297.8mm, 12" = 304.8mm, 12 1/4" = 315.3mm, 12 1/2" = 317.7mm, 12 3/4" = 323.2mm, 13" = 330.2mm, 13 1/4" = 340.7mm, 13 1/2" = 343.1mm, 13 3/4" = 348.6mm, 14" = 354.1mm, 14 1/4" = 364.6mm, 14 1/2" = 367mm, 14 3/4" = 372.5mm, 15" = 381mm, 15 1/4" = 391.5mm, 15 1/2" = 393.9mm, 15 3/4" = 399.4mm, 16" = 406.4mm, 16 1/4" = 416.9mm, 16 1/2" = 419.3mm, 16 3/4" = 424.8mm, 17" = 431.8mm, 17 1/4" = 442.3mm, 17 1/2" = 444.7mm, 17 3/4" = 450.2mm, 18" = 457.2mm, 18 1/4" = 467.7mm, 18 1/2" = 470.1mm, 18 3/4" = 475.6mm, 19" = 482.6mm, 19 1/4" = 493.1mm, 19 1/2" = 495.5mm, 19 3/4" = 501.1mm, 20" = 508mm, 20 1/4" = 518.5mm, 20 1/2" = 520.9mm, 20 3/4" = 526.4mm, 21" = 533.4mm, 21 1/4" = 543.9mm, 21 1/2" = 546.3mm, 21 3/4" = 551.8mm, 22" = 563.8mm, 22 1/4" = 574.3mm, 22 1/2" = 576.7mm, 22 3/4" = 582.2mm, 23" = 594.8mm, 23 1/4" = 605.3mm, 23 1/2" = 607.7mm, 23 3/4" = 613.2mm, 24" = 620.2mm, 24 1/4" = 630.7mm, 24 1/2" = 633.1mm, 24 3/4" = 638.6mm, 25" = 650.2mm, 25 1/4" = 660.7mm, 25 1/2" = 663.1mm, 25 3/4" = 668.6mm, 26" = 681.2mm, 26 1/4" = 691.7mm, 26 1/2" = 694.1mm, 26 3/4" = 699.6mm, 27" = 712.2mm, 27 1/4" = 722.7mm, 27 1/2" = 725.1mm, 27 3/4" = 730.6mm, 28" = 733.2mm, 28 1/4" = 743.7mm, 28 1/2" = 746.1mm, 28 3/4" = 751.6mm, 29" = 764.2mm, 29 1/4" = 774.7mm, 29 1/2" = 777.1mm, 29 3/4" = 782.6mm, 30" = 794.2mm, 30 1/4" = 804.7mm, 30 1/2" = 807.1mm, 30 3/4" = 812.6mm, 31" = 825.2mm, 31 1/4" = 835.7mm, 31 1/2" = 838.1mm, 31 3/4" = 843.6mm, 32" = 856.2mm, 32 1/4" = 866.7mm, 32 1/2" = 869.1mm, 32 3/4" = 874.6mm, 33" = 887.2mm, 33 1/4" = 897.7mm, 33 1/2" = 900.1mm, 33 3/4" = 905.6mm, 34" = 918.2mm, 34 1/4" = 928.7mm, 34 1/2" = 931.1mm, 34 3/4" = 936.6mm, 35" = 949.2mm, 35 1/4" = 959.7mm, 35 1/2" = 962.1mm, 35 3/4" = 967.6mm, 36" = 970.2mm, 36 1/4" = 980.7mm, 36 1/2" = 983.1mm, 36 3/4" = 988.6mm, 37" = 991.2mm, 37 1/4" = 1001.7mm, 37 1/2" = 1004.1mm, 37 3/4" = 1009.6mm, 38" = 1020.2mm, 38 1/4" = 1030.7mm, 38 1/2" = 1033.1mm, 38 3/4" = 1038.6mm, 39" = 1041.2mm, 39 1/4" = 1051.7mm, 39 1/2" = 1054.1mm, 39 3/4" = 1059.6mm, 40" = 1062.2mm, 40 1/4" = 1072.7mm, 40 1/2" = 1075.1mm, 40 3/4" = 1080.6mm, 41" = 1093.2mm, 41 1/4" = 1103.7mm, 41 1/2" = 1106.1mm, 41 3/4" = 1111.6mm, 42" = 1124.2mm, 42 1/4" = 1134.7mm, 42 1/2" = 1137.1mm, 42 3/4" = 1142.6mm, 43" = 1155.2mm, 43 1/4" = 1165.7mm, 43 1/2" = 1168.1mm, 43 3/4" = 1173.6mm, 44" = 1186.2mm, 44 1/4" = 1196.7mm, 44 1/2" = 1199.1mm, 44 3/4" = 1204.6mm, 45" = 1217.2mm, 45 1/4" = 1227.7mm, 45 1/2" = 1230.1mm, 45 3/4" = 1235.6mm, 46" = 1248.2mm, 46 1/4" = 1258.7mm, 46 1/2" = 1261.1mm, 46 3/4" = 1266.6mm, 47" = 1289.2mm, 47 1/4" = 1299.7mm, 47 1/2" = 1302.1mm, 47 3/4" = 1307.6mm, 48" = 1320.2mm, 48 1/4" = 1330.7mm, 48 1/2" = 1333.1mm, 48 3/4" = 1338.6mm, 49" = 1351.2mm, 49 1/4" = 1361.7mm, 49 1/2" = 1364.1mm, 49 3/4" = 1369.6mm, 50" = 1382.2mm, 50 1/4" = 1392.7mm, 50 1/2" = 1395.1mm, 50 3/4" = 1400.6mm, 51" = 1413.2mm, 51 1/4" = 1423.7mm, 51 1/2" = 1426.1mm, 51 3/4" = 1431.6mm, 52" = 1444.2mm, 52 1/4" = 1454.7mm, 52 1/2" = 1457.1mm, 52 3/4" = 1462.6mm, 53" = 1475.2mm, 53 1/4" = 1485.7mm, 53 1/2" = 1488.1mm, 53 3/4" = 1493.6mm, 54" = 1506.2mm, 54 1/4" = 1516.7mm, 54 1/2" = 1519.1mm, 54 3/4" = 1524.6mm, 55" = 1537.2mm, 55 1/4" = 1547.7mm, 55 1/2" = 1550.1mm, 55 3/4" = 1555.6mm, 56" = 1568.2mm, 56 1/4" = 1577.7mm, 56 1/2" = 1580.1mm, 56 3/4" = 1585.6mm, 57" = 1619.2mm, 57 1/4" = 1629.7mm, 57 1/2" = 1632.1mm, 57 3/4" = 1637.6mm, 58" = 1670.2mm, 58 1/4" = 1680.7mm, 58 1/2" = 1683.1mm, 58 3/4" = 1688.6mm, 59" = 1721.2mm, 59 1/4" = 1731.7mm, 59 1/2" = 1734.1mm, 59 3/4" = 1739.6mm, 60" = 1772.2mm, 60 1/4" = 1782.7mm, 60 1/2" = 1785.1mm, 60 3/4" = 1790.6mm, 61" = 1823.2mm, 61 1/4" = 1833.7mm, 61 1/2" = 1836.1mm, 61 3/4" = 1841.6mm, 62" = 1874.2mm, 62 1/4" = 1884.7mm, 62 1/2" = 1887.1mm, 62 3/4" = 1892.6mm, 63" = 1925.2mm, 63 1/4" = 1935.7mm, 63 1/2" = 1938.1mm, 63 3/4" = 1943.6mm, 64" = 1976.2mm, 64 1/4" = 1986.7mm, 64 1/2" = 1989.1mm, 64 3/4" = 1994.6mm, 65" = 2027.2mm, 65 1/4" = 2037.7mm, 65 1/2" = 2040.1mm, 65 3/4" = 2045.6mm, 66" = 2078.2mm, 66 1/4" = 2088.7mm, 66 1/2" = 2091.1mm, 66 3/4" = 2096.6mm, 67" = 2129.2mm, 67 1/4" = 2139.7mm, 67 1/2" = 2142.1mm, 67 3/4" = 2147.6mm, 68" = 2180.2mm, 68 1/4" = 2190.7mm, 68 1/2" = 2193.1mm, 68 3/4" = 2198.6mm, 69" = 2231.2mm, 69 1/4" = 2241.7mm, 69 1/2" = 2244.1mm, 69 3/4" = 2249.6mm, 70" = 2282.2mm, 70 1/4" = 2292.7mm, 70 1/2" = 2295.1mm, 70 3/4" = 2300.6mm, 71" = 2333.2mm, 71 1/4" = 2343.7mm, 71 1/2" = 2346.1mm, 71 3/4" = 2351.6mm, 72" = 2384.2mm, 72 1/4" = 2394.7mm, 72 1/2" = 2397.1mm, 72 3/4" = 2402.6mm, 73" = 2435.2mm, 73 1/4" = 2445.7mm, 73 1/2" = 2448.1mm, 73 3/4" = 2453.6mm, 74" = 2486.2mm, 74 1/4" = 2496.7mm, 74 1/2" = 2499.1mm, 74 3/4" = 2504.6mm, 75" = 2537.2mm, 75 1/4" = 2547.7mm, 75 1/2" = 2550.1mm, 75 3/4" = 2555.6mm, 76" = 2604.2mm, 76 1/4" = 2614.7mm, 76 1/2" = 2617.1mm, 76 3/4" = 2622.6mm, 77" = 2671.2mm, 77 1/4" = 2681.7mm, 77 1/2" = 2684.1mm, 77 3/4" = 2689.6mm, 78" = 2738.2mm, 78 1/4" = 2748.7mm, 78 1/2" = 2751.1mm, 78 3/4" = 2756.6mm, 79" = 2805.2mm, 79 1/4" = 2815.7mm, 79 1/2" = 2818.1mm, 79 3/4" = 2823.6mm, 80" = 2872.2mm, 80 1/4" = 2882.7mm, 80 1/2" = 2885.1mm, 80 3/4" = 2890.6mm, 81" = 2939.2mm, 81 1/4" = 2949.7mm, 81 1/2" = 2952.1mm, 81 3/4" = 2957.6mm, 82" = 3006.2mm, 82 1/4" = 3016.7mm, 82 1/2" = 3019.1mm, 82 3/4" = 3024.6mm, 83" = 3073.2mm, 83 1/4" = 3083.7mm, 83 1/2" = 3086.1mm, 83 3/4" = 3091.6mm, 84" = 3140.2mm, 84 1/4" = 3150.7mm, 84 1/2" = 3153.1mm, 84 3/4" = 3158.6mm, 85" = 3207.2mm, 85 1/4" = 3217.7mm, 85 1/2" = 3220.1mm, 85 3/4" = 3225.6mm, 86" = 3274.2mm, 86 1/4" = 3284.7mm, 86 1/2" = 3287.1mm, 86 3/4" = 3292.6mm, 87" = 3341.2mm, 87 1/4" = 3351.7mm, 87 1/2" = 3354.1mm, 87 3/4" = 3359.6mm, 88" = 3408.2mm, 88 1/4" = 3418.7mm, 88 1/2" = 3421.1mm, 88 3/4" = 3426.6mm, 89" = 3475.2mm, 89 1/4" = 3485.7mm, 89 1/2" = 3488.1mm, 89 3/4" = 3493.6mm, 90" = 3542.2mm, 90 1/4" = 3552.7mm, 90 1/2" = 3555.1mm, 90 3/4" = 3560.6mm, 91" = 3609.2mm, 91 1/4" = 3619.7mm, 91 1/2" = 3622.1mm, 91 3/4" = 3627.6mm, 92" = 3676.2mm, 92 1/4" = 3686.7mm, 92 1/2" = 3689.1mm, 92 3/4" = 3694.6mm, 93" = 3743.2mm, 93 1/4" = 3753.7mm, 93 1/2" = 3756.1mm, 93 3/4" = 3761.6mm, 94" = 3810.2mm, 94 1/4" = 3820.7mm, 94 1/2" = 3823.1mm, 94 3/4" = 3828.6mm, 95" = 3877.2mm, 95 1/4" = 3887.7mm, 95 1/2" = 3890.1mm, 95 3/4" = 3895.6mm, 96" = 3944.2mm, 96 1/4" = 3954.7mm, 96 1/2" = 3957.1mm, 96 3/4" = 3962.6mm, 97" = 4011.2mm, 97 1/4" = 4021.7mm, 97 1/2" = 4024.1mm, 97 3/4" = 4029.6mm, 98" = 4078.2mm, 98 1/4" = 4088.7mm, 98 1/2" = 4091.1mm, 98 3/4" = 4096.6mm, 99" = 4145.2mm, 99 1/4" = 4155.7mm, 99 1/2" = 4158.1mm, 99 3/4" = 4163.6mm, 100" = 4212.2mm, 100 1/4" = 4222.7mm, 100 1/2" = 4225.1mm, 100 3/4" = 4230.6mm, 101" = 4279.2mm, 101 1/4" = 4289.7mm, 101 1/2" = 4292.1mm, 101 3/4" = 4297.6mm, 102" = 4346.2mm, 102 1/4" = 4356.7mm, 102 1/2" = 4359.1mm, 102 3/4" = 4364.6mm, 103" = 4413.2mm, 103 1/4" = 4423.7mm, 103 1/2" = 4426.1mm, 103 3/4" = 4431.6mm, 104" = 4480.2mm, 104 1/4" = 4490.7mm, 104 1/2" = 4493.1mm, 104 3/4" = 4498.6mm, 105" = 4547.2mm, 105 1/4" = 4557.7mm, 105 1/2" = 4560.1mm, 105 3/4" = 4565.6mm, 106" = 4614.2mm, 106 1/4" = 4624.7mm, 106 1/2" = 4627.1mm, 106 3/4" = 4632.6mm, 107" = 4681.2mm, 10



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NOT LOADED



H = HEIGHT IN FEET  
 A = 12"  
 BASE = 4/10 H  
 WT. CU. FT. EARTH = 100 LBS.  
 RUBBLE OR GRANITE 150 LBS.  
 ANGLE OF REPOSE = 1 1/2 : 1

4" DRAIN PIPES  
 8" APART

| HEIGHT OF WALL<br>"H" IN FT. | THICKNESS AT TOP<br>"A" IN FT. | THICKNESS AT BASE<br>B=4H | AREA OF WALL<br>SQ. FT. | AREA OF FOOTING<br>SQ. FT. |
|------------------------------|--------------------------------|---------------------------|-------------------------|----------------------------|
| 2                            | 12"                            | 1' - 6"                   | 0.750                   | 2.875                      |
| 3                            | "                              | 1' - 6"                   | 2.250                   | 2.875                      |
| 4                            | "                              | 1' - 7 1/4"               | 3.828                   | 2.997                      |
| 5                            | "                              | 2' - 0"                   | 5.862                   | 3.513                      |
| 6                            | "                              | 2' - 4 3/4"               | 8.212                   | 4.113                      |
| 7                            | "                              | 2' - 9 1/2"               | 12.060                  | 4.615                      |
| 8                            | "                              | 3' - 2 1/2"               | 14.240                  | 5.186                      |
| 9                            | "                              | 3' - 7 1/2"               | 17.813                  | 5.762                      |
| 10                           | "                              | 4' - 0"                   | 21.781                  | 6.344                      |
| 11                           | "                              | 4' - 4 3/4"               | 26.148                  | 6.927                      |
| 12                           | "                              | 4' - 9 1/2"               | 30.909                  | 7.516                      |
| 13                           | "                              | 5' - 2 1/2"               | 36.070                  | 8.105                      |
| 14                           | "                              | 5' - 7 1/2"               | 41.629                  | 8.696                      |
| 15                           | "                              | 6' - 0"                   | 47.587                  | 9.288                      |

STONE LAID IN PORTLAND CEMENT MORTAR  
 DRAIN PIPES ARE TO BE ONE CONTINUOUS LENGTH OR BALL & SPIGOT WITH MORTARED JOINTS  
 BASE TO BE CLASS A-3 OR C-1 CONCRETE.

NOTE:  
 IF COMPRESSION AT TOE EXCEEDS SAFE BEARING CAPACITY OF SOIL, A SPACIAL FOOTING IS TO BE USED.

DEPTH OF WALL IN GROUND DETERMINED BY CONDITIONS TO BE NOT LESS THAN 1' - 6".

NOTE: NOT TO BE USED AS RETAINING WALL FOR STORM WATER RETENTION EXCEPT AS MODIFIED AND APPROVED.

|             |  |
|-------------|--|
| REVISIONS   | DEPTS. of ROADS & DRAINAGE and DEVELOPMENT<br>DEKALB COUNTY, GEORGIA |
| DATE BY     | CONSTRUCTION & DESIGN STANDARDS                                      |
| 7-69 JHG    | MORTAR RUBBLE-GRANITE  |
| 4/22/87 JHC | RETAINING WALL - LEVEL BF  |
|             | DWG. NO. SHEET 1 OF 1 SHEETS   |
|             | DRAWN BY JHG APPD. DATE 12-15-69                                     |
|             | CHECKED BY [Signature] DIRECTOR OF PUBLIC WORKS                      |
|             | SCALE NONE   |



## **BONDING REQUIREMENTS**

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Brookhaven. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

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

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

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

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

(Name of Contractor) \_\_\_\_\_

(Address of Contractor) at

\_\_\_\_\_

(Corporation, Partnership and or Individual) hereinafter called Principal, and

\_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Brookhaven Georgia

(Name of Obligee)

4362 Peachtree Road Brookhaven, Georgia 30319

(Address of Obligee)

herein after referred to as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

**TITLE**

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

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

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

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,  
20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

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

\_\_\_\_\_  
(Address)



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Brookhaven, Georgia  
(Name of Obligee)

4362 Peachtree Road NE, Brookhaven, GA. 30319  
(Address of Obligee)

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated \_\_\_\_\_ for:

\_\_\_\_\_  
NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

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

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

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

**Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018**

**ATTEST:**

\_\_\_\_\_

(Principal Secretary)

(Principal)

(SEAL)

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

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

(Surety)

**ATTEST:**

\_\_\_\_\_  
Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Brookhaven Georgia  
(Name of Obligee)  
4362 Peachtree Road NE, Brookhaven, Georgia 30319  
(Address of Obligee)

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of \_\_\_\_\_ Dollars (\$) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Obligee, dated \_\_\_\_\_ for \_\_\_\_\_.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

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

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

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

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

**Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018**

**ATTEST:**

\_\_\_\_\_  
(Principal Secretary)  
(Seal)

\_\_\_\_\_  
(Principal)

BY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

(Surety)

**ATTEST**

**BY:**

\_\_\_\_\_

(Attorney-in-Fact) and Resident

Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(Seal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**  
**(Bidder to sign and return)**

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

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor, was then (title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Signature) (Seal)

**LIST OF SUBCONTRACTORS**

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

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

**The City of Brookhaven requires 51% participation by the prime Contractor on all projects.**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Service Provider(s) Name: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify\* in accordance with the applicable provisions and deadlines.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Brookhaven within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify  
TM Company Identification Number Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Name of Person or Entity)

\_\_\_\_\_  
Title of Authorized Officer or Agent

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

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

\_\_\_\_\_  
DAY OF \_\_\_\_\_,  
201\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
[NOTARY SEAL]

\*or any subsequent replacement operated by the United States Department of Home 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. 99-60.

## **DRUG FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor’s employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

“As part of the subcontracting agreement with \_\_\_\_\_  
(Contractor), \_\_\_\_\_ (Subcontractor) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

\_\_\_\_\_

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

\_\_\_\_\_