

INVITATION TO BID (ITB)

ITB 18-138

Walk 18-101 Fernwood Circle/Sylvan Circle (to Cartecay Drive)

Invitation to Bid Due: May 18, 2018 @ 2:00pm EST.

Pre-Bid Conference will be held at 2:00 p.m., May 10, 2018

Location: City of Brookhaven City Hall 4362 Peachtree Road Brookhaven, GA 30319

Deadline for Questions: May 10, 2018 at 5:00pm

Questions must be directed to:

City of Brookhaven via e-mail: 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

<u>Bid.</u>

Invitation to Bid of:

Company Name:		
Contact Name:		
Address:		
Telephone:	Facsimile:	
Email:		
	Submit Invitation to Bid (ITB) to:	

Submit Invitation to Bid (ITB) to: City of Brookhaven Purchasing Office

Invitation to Bid (ITB) shall be presented in a sealed opaque envelope with the bid number and name ITB 18-138 (Fernwood Circle/Sylvan Circle (to Cartecay Drive) 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.

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 18-101 Fernwood Circle/Sylvan Circle (to Cartecay Drive) 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 18-101 Fernwood Circle / Sylvan Circle (to Cartecay Drive):

The Walk 18-101 Fernwood Circle / Sylvan Circle Sidewalk Project is on the east side of Fernwood Circle and begins at the end of the existing sidewalk to the north of the intersection of Fernwood Circle and Sylvan Circle and extends to the intersection of Sylvan Circle and Cartecay Drive as depicted in the attached documents and on the Site Plan prepared by the City of Brookhaven's Public Works Department.

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 390 linear feet of five-foot wide concrete sidewalk with 1 handicap ramp, three concrete driveway aprons and approximately 40' of Boardwalk. Work will include the installation of approximately 90 linear feet of turn down curb and 150 linear feet of header curb. Due to reinforcement requirements these sections are separate from the standard sidewalk sections in the bid document. Existing water meters within limits of sidewalk to be raised to be flush with sidewalk.

A Bid Alternate is also to be included in the Schedule. The Bid Alternate will include the placement of concrete sidewalk in lieu of the wooden boardwalk and handrail.

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 as specified on the plans.
- 3. Relocation of three standard mailboxes. The existing ornamental mailbox is to remain as is.
- **4.** Unit price for existing driveways to include excavation and removal or import of material for their replacement as specified by the Engineer.
- 5. Raise approximately 360 linear feet of granite curb to have a 6" reveal.
- **6.** Remove approximately 10 square yards of asphalt pavement and relocate approximately 45 linear feet of granite curb
- 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 ¹/₄ 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. Ornamental fence to be utilized for Boardwalk to conform to ADA requirements.

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

BID SCHEDULE

Description	Estimated Qty	Unit	Unit Price	Total Price
TRAFFIC CONTROL	1	LS		
TREE REMOVAL IN R/W, SEE PLAN	1	LS		
ADJUST GRANITE CURB, TP A	360	LF		
SAWCUT AND REMOVE ASPHALT PAVEMENT	10	SY		
RELOCATE GRANITE CURB	45	LF		
DRIVEWAY CONC., 6 IN THK	75	SY		
CONC. SIDEWALK, 4 IN THK	90	SY		
CONC. TURN DOWN SIDEWALK W/ REINFORCEMENT	90	LF		
CONC. HEADER CURB SIDEWALK W/ REINFORCEMENT	150	LF		
5'-6" WOODEN BOARDWALK	30	LF		
HANDRAIL	150	LF		
GR. AGGR BASE CRS, INCL MATL	100	TN		
COMPACTED FILL UNDER TURN DOWN WALK	40	CY		
ADJUST WATER METER BOX TO GRADE	2	EA		
CONSTRUCT AND MAINTAIN TEMP SILT FENCE, TP A	390	LF		
SOD	200	SY		
RELOCATE SIGNS	3	EA		
RELOCATE MAILBOXES	3	EA		

Total Bid Excludes City Controlled Contingency

Total Base Bid Amount: _____

Total Base Bid Amount in Words: _____

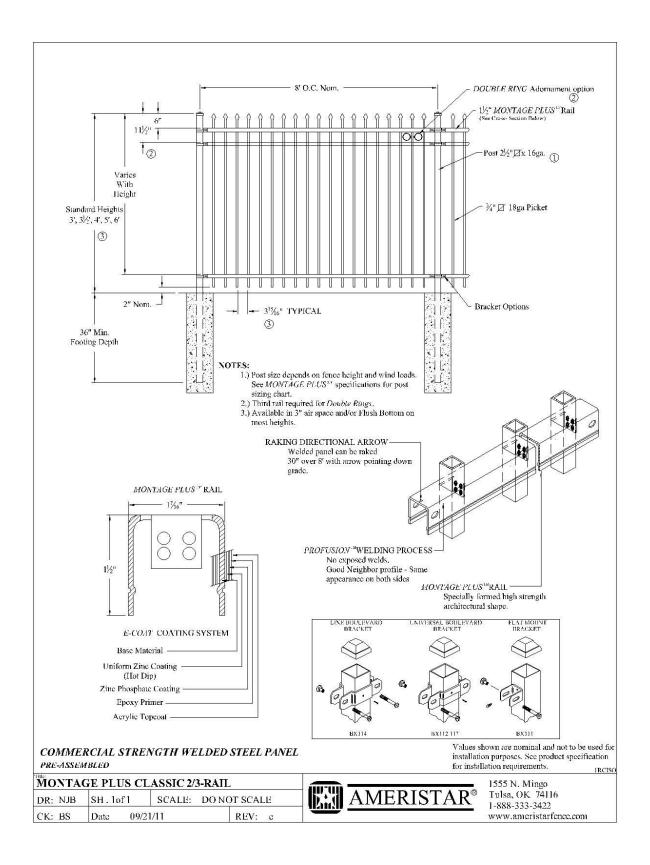
Description	Estimated Qty	Unit	Unit Price	Total Price
ADDITIONAL CONC. SIDEWALK, 4 IN. THK	20	SY		
DEDUCT FOR WOODEN BOARDWALK	30	LF		
DEDUCT FOR HANDRAIL	60	LF		

Total for Alternate Bid: ______

Total for Alternate Bid in Words: _____

Contractor:	 	 	
Signature:	 	 	
Print:	 	 	
Date:		 	

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



AMERISTAR[®] PERIMETER SECURITY USA INC. Montage Plus[®] - Steel Ornamental Fence System – Fusion Welded and Rackable CONSTRUCTION SPECIFICATION - SECTION 32 31 19

PART 1 - GENERAL 1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein at (specify project site).

1.02 RELATED WORK

Section _____ - Earthwork Section _____ - Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total fence system of (specify Montage Plus[®] standard picket space or Montage Plus[®] Pool, Pet & Play[®] 3" air space) *Welded and Rackable* (ATF – All Terrain Flexibility) Ornamental Steel (for standard picket space, specify ClassicTM, MajesticTM, GenesisTM, or WarriorTM; for 3" air space, specify ClassicTM, MajesticTM, or GenesisTM) design. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 Test Method for Specular Gloss
- ASTM D714 Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 Test Method for Measuring Adhesion by Tape Test.
- ASTM F2408 Ornamental Fences Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL

The manufacturer's literature shall be submitted prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred

during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.08 PRODUCT WARRANTY

A. All structural fence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.

B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufactures warranty shall be guaranteed for five (5) years from date of original purchase.

PART 2 - MATERIALS 2.01 MANUFACTURER

The fence system shall conform to (specify Montage Plus standard picket space or Montage Plus Pool, Pet & Play 3" air space) *Welded and Rackable* (ATF – All Terrain Flexibility) Ornamental Steel, (for standard picket space, specify Classic, Majestic, Genesis or Warrior; for 3" air space, specify Classic, Majestic, or Genesis) design, (specify extended picket or flush) bottom rail treatment, (specify 2-Rail, 3-Rail or 3-Rail with Double Rings) style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma.

2.02 MATERIAL

A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft^2 (184 g/m²), Coating Designation G-60.

B. Material for pickets shall be 3/4" square x 18 Ga. tubing. The rails shall be steel channel, 1.5" x 1.4375" x 14 Ga. Picket holes in the rail shall be spaced (specify 4.675" o.c. for standard picket space or 3.500" o.c. for 3" air space). Fence posts and gate posts shall meet the minimum size requirements of Table 1.

2.03 FABRICATION

A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be (specify Black or Bronze). The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the

coating performance criteria of ASTM F2408).

D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Commercial weight fences under ASTM F2408.

E. Gates with an out to out leaf dimension less than and including 72 inches shall be fabricated using Montage Plus ornamental panel material and 1-3/4" sq. x 14ga. gate ends. Gate leafs greater than 72 inches shall be fabricated using ForeRunner rails, 17 gauge pickets, intermediate uprights, gussets and 1-3/4" sq. x 14ga. gate ends. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION 3.01 PREPARATION

All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 INSTALLATION

Fence post shall be spaced according to Table 3, plus or minus ¹/4". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

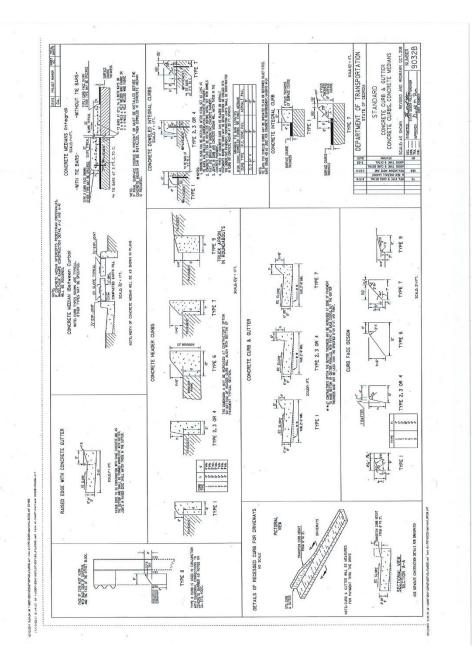
Table 1 – Minimum Sizes for Montage Plus Posts

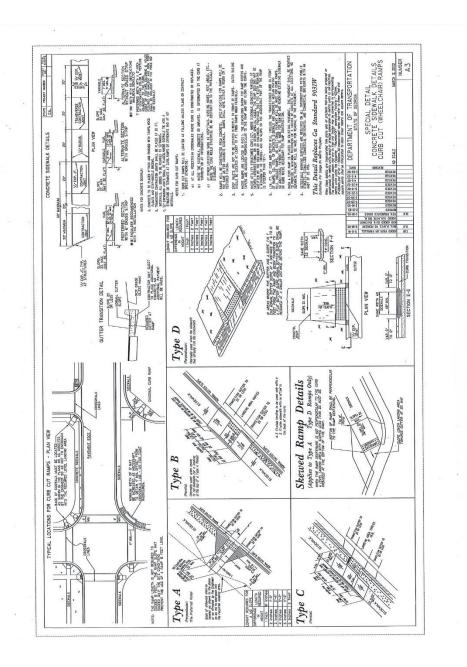
Fence Posts	Panel Height			
2-1/2" x 16 Ga.	Up to & Including 6' Height			
Gate Leaf	Gate Height			
<u>Gate Lear</u>	Up to & Including 4'	Over 4' Up to & Including 6'		
Up to 4'	2-1/2" x 14 Ga.	3" x 12 Ga.		
4'1" to 6'	3" x 12 Ga.	3" x 12 Ga.		
6'1" to 8'	3" x 12 Ga.	4" x 12 Ga.		

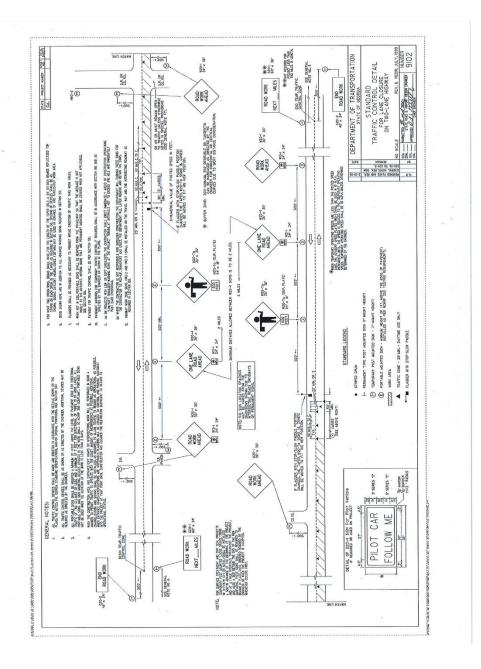
Table 2 – Coating	Performance Requiremen	ts
Quality	ASTM Test Method	Performance Requirements
Characteristics		
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of
		test area (Tape and knife test).
Corrosion	B117, D714 & D1654	Corrosion Resistance over 1,500 hours
Resistance		(Scribed per D1654; failure mode is
		accumulation of 1/8" coating loss from scribe
		or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward
		impact using 0.625" ball).
Weathering	D822 D2244, D523 (60°	Weathering Resistance over 1,000 hours
Resistance	Method)	(Failure mode is 60% loss of gloss or color
		variance of more than 3 delta-E color units).

Table 3	- Montag	e Plus – Post Sp	bacing By Brac	ket Type				
Span	For C	For CLASSIC, GENESIS, MAJESTIC, & WARRIOR						
-	8' N	ominal (91.95" l	Rail)					
Post Size	2-1/2	<u>)</u> "	2-1/2"	2-1/2"	3"	2-1/2"	3"	
Bracket	Mon	tage Plus	Montage Plus	Montage	Plus	Montage Plu	IS	
Туре	Univ	rersal	Line Blvd.	Flat Mour	nt	Swivel		
	(BB1	112)	(BB114)	(BB111)		(BB113)*		
Post								
Settings	95"		95"	95"	95-1/2"	*95"	*95-1/2"	
± 1/4" O	.C.							
*Note: When using BB113 swivel brackets on either or both ends of a panel installation, care must be								
taken to	ensure the	spacing between	n post and adjoi	ning pickets me	ets applical	ole codes. Thi	is will require	
trimming one or both ends of the panel.								
Table 4	Table 4 – Montage Plus – Wind Loading							
			Pickets with 4	Pickets with 4" Airspace Pickets with 3" Airspace		2		
	Nominal		Wind Load	Typical	Wind Load	d Typical		
F	וי ת	D (XX7 ¹ 1 T 1	C ··	XX7° 1 T	1	

			I ICKCIS WITH 4	FAIlspace	T ICKCIS WITH J	Allspace
	Nominal		Wind Load	Typical	Wind Load	Typical
Fence	Rail	Post	Capacity	Wind Load	Capacity	Wind Load
Height	Length	Size	Factor	Capacity	Factor	Capacity
4'	8'	2.5" x 2.5" x	66 (PSF)	179 (MPH)	57 (PSF)	166 (MPH)
		16ga.				
5'	8'	2.5" x 2.5" x	45.5 (PSF)	149 (MPH)	39 (PSF)	137 (MPH)
		16ga.				
6'	8'	2.5" x 2.5" x	32 (PSF)	125 (MPH)	28 (PSF)	116 (MPH)
		16ga.				







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.
- 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.

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:

ITB 18-138 Walk 18-101 Fernwood Circle 1435 Sylvan Circle

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 a pursuant, to and in accordance with the		-	
Annotated, as Amended, including, but n	11 1		0
86-101, et. Seg. And is intended to be an	nd shall be co	nstructed as a bond in comp	pliance with the
requirements thereof. Signed, sealed, and dated this	day of		A.D.,
20	day 01		A.D.,
ATTEST:			
(Principal Secretary)		(Principal)	
(SEAL)		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)			

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:

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

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

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
Signeu, sealeu, and ualeu uns	uay of	, 2010

ATTEST:

(Principal	Secretary)
(Seal)	

(Principal)

BY:

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY:

(Attorney-in-Fact) and Resident

(Attorney-in-Fact)

(Seal)

Agent

(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_____

(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.GA. § 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 _____,

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 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