



Construction Management
By:



BROOKHAVEN
City of Brookhaven, City Hall, 4362 Peachtree Road
Brookhaven, Georgia 30319

VISIT THE WEBSITE FOR BIDDING OPPORTUNITIES

Website: www.BROOKHAVENGA.GOV

Bidder must registered with the City of Brookhaven Email contact information to: purchasing@brookhavenga.gov

INVITATION TO BID (ITB-18-289)

Bidder's Sealed Envelope shall be marked with the following information:

PEACHTREE CREEK GREENWAY TRAIL

(Send by FedEx or UPS only)

City of Brookhaven, City Hall, 4362 Peachtree Road
Brookhaven, Georgia 30319

SCHEDULE OF EVENTS:

DATES:

A Mandatory Pre-Bid Conference will be held at City Hall 4362 Peachtree Road Brookhaven, Georgia 30319	Thursday, September 27 at 10:00 A.M.
Deadline for Clarifications and Questions. These requests must be emailed to: purchasing@brookhavenga.gov	Monday, October 1 at 10:00 A.M.
Clarifications and Questions Answers will be posted on the CITY OF BROOKHAVEN Website:	Friday, October 5 at 10:00 A.M.
Deadline for Bid: Submittals delivered in person or (FedEx, UPS) City Hall 4362 Peachtree Road Brookhaven, Georgia 30319	Monday, October 22 at 10:00 A.M.

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE:
CITY:		FAX:
STATE:	ZIP:	FEDERAL TAX ID:
EMAIL:		TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:		AUTHORIZED SIGNATURE:



INVITATION TO BID 18-289

**PEACHTREE CREEK GREENWAY TRAIL
BROOKHAVEN, GEORGIA**

Bid Submission Deadline: Monday, October 22 at 10:00 a.m. ET

CITY OF BROOKHAVEN

**City Hall Chambers, 4362 Peachtree Road, Brookhaven, Georgia
30319**

**Jonathan McCaig- Construction Management
PATH FOUNDATION, Authorized Agent
Atlanta, Georgia**



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BID PACKAGE
for
PEACHTREE CREEK GREENWAY TRAIL
CITY OF BROOKHAVEN, Georgia

INFORMATION AND INSTRUCTIONS TO BIDDERS

- 1. Services Required:** This Invitation to Bid (“ITB”) from qualified Bidders (“Bidder” or “Bidders”) by City of Brookhaven (“City”) is to procure the following Services: Construction of a 12’-14’ wide multi-use, 5 inch concrete trail, pervious hardscapes, decorative brick and concrete pavers, electrical conduit, pedestrian bridges, retaining walls, drainage structures, trailhead parking lots, roadway realignment and intersection reconstruction, traffic signal work and amenities for the Peachtree Creek Greenway Trail, Brookhaven, Georgia.
- 2. Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Brookhaven Code of Ordinances. By submitting a Bid in reference to this solicitation, a Bidder acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this ITB by reference.
- 3. Minimum Requirements:** Bidders shall have the minimum experience set forth in this ITB. Bidders must provide company documentation showing they have completed 10 miles of multi-use trail over the last 5 years. A company project list must be attached to the last page of bid submittal documents. The successful **Bidder Shall Self-Perform at least 51% of the Work** in this contract with equipment owned by his own organization. Successful Bidder must provide a list of company owned equipment. A list of Contractor Owned Equipment shall be attached to the bid. **City of Brookhaven may request a list of projects your company is currently working on to prove your company owns equipment.**
- 4. Bid Package and Plan Specifications:** The bid package and plan specifications are available for download on the City of Brookhaven’s website at the following address: www.brookhavenga.gov
- 5.** The Georgia DOT Standard Specifications for Construction of Transportation Systems, 2013 Edition, Supplemental Specification and Special Provisions will apply to this project.
- 6.** A **Mandatory Pre-Bid Conference** will be held at **10:00 am., September 27, 2018** at the City of Brookhaven, City Hall Chambers, 4362 Peachtree Road, Brookhaven, Georgia 30319. The conference will include a review of the bid documents, and a question and answer period. A site visit will follow this meeting for those who are interested.
- 7. Solicitation Questions;** Any questions regarding this ITB should be submitted by email to purchasing@brookhaven.gov on or before **Monday, October 1, 2018 by 10:00 am E.T.** Questions received after the designated period may not be considered. Responses to these questions will be posted in an addendum on **Friday, October 5, 2018 by 10:00 am** on the City’s website www.brookhavenga.gov It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this solicitation by monitoring the website. No Bidder may rely on any verbal response to any question submitted concerning this ITB. **Bidder must acknowledge the Addenda on the Non-Collusion Certificate.**



- 8. Prohibited Contacts:** All Bidders and representatives of Bidders are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to Tyra Little at purchasing@brookhaven.gov.
- 9. Bid Submission and Deadline:** Bids should be typed or submitted in ink and returned in a sealed envelope marked on the outside with the ITB number and Company Name.
Bidder must submit: **1 original hard copy and 1 Flash drive with all contents in pdf format.** Bids must be received by the City of Brookhaven, City Hall Chambers, 4362 Peachtree Road, Brookhaven, Georgia 30319 no later than **10:00 am ET on Monday, October 22, 2018; at which time bids will be read aloud.** Any Bid received after this time will not be considered and will be rejected. Apparent bid results will be available the following business day on our website www.brookhavenga.gov.
- 10. Authority to Transact Business in Georgia:** Each Bidder must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
- 11. No Offer by City and Firm Offer by Bidder:** This solicitation does not constitute an offer by the City to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the City. A Bidder's offer is a firm offer and may not be withdrawn except as provided in this ITB, and in the City's Code of Ordinances and other applicable law. The City may cancel, rescind, or modify this ITB, in its sole discretion and with no recourse by any bidder for any reason, including but not limited to the City not having acquired all the real property required for the project in time to begin construction.
- 12. Bid Duration:** Bids submitted in response to this ITB must be valid for a period of ninety (90) calendar days from the Bid Submission Deadline and must be marked as such.
- 13. Construction Contract:** Contract for Construction will be signed by the City. Bidder must provide bonding within 5 business days of contract signature. Construction must begin within ten (10) calendar days from the signing of this contract. **The project must be completed within 270 calendar days.** Liquidated Damages are addressed per Georgia Department of Transportation Section 108.8.
- 14. Ownership of Bids:** Each Bid submitted to the City will become the property of the City. The City shall not be liable for any bid preparation costs incurred by Bidder.
- 15. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 *et. seq.* Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]".
- 16. Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this ITB are set forth in this ITB.
Insurance: Bidder must provide a copy of a current certificate of insurance evidencing existing commercial general liability policies. Commercial General Liability Policy is \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits of coverage.



Bonding: A Bid Bond of 5%, is required at the time of the Bid. The Performance Bond of 100% and a Payment Bond of 100% are required at the time of bid. Bonds must be available by the lowest responsive and responsible bidder within 5 business day of signing the contract. The performance bond and payment bond must be 100% of the Contract Price with a surety company satisfactory to the City, listed in the Federal Register and licensed to write surety insurance in the State of Georgia. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 et seq.

The Contractor shall be required to furnish the City with satisfactory proof of coverage of the insurance specified in the General Conditions. The City of Brookhaven is to be named on all insurance.

17. Utility Systems Contractor Licenses Number: Contractors who construct, erect, alter, or repair utility systems at least five feet underground are required to be licensed under the Division of Utility Contractors of the State of Georgia Construction Industry Licensing Board. Utility systems include water supply systems, sewerage systems, water and wastewater plants, pump stations, gas systems, electrical power systems, and communications systems. **BIDDERS RESPONDING TO THIS INVITATION TO BID MUST INCLUDE UTILITY SYSTEMS CONTRACTOR LICENSE NUMBER WITH BID.** (License may be held by the Prime or Sub Contractor)

18. Sub-contractors and Manufacturers: Bidders are required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability, or resources, or experience are deemed inadequate.

19. Examination of Bid Documents:

19.1 Each Bidder is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid.

19.2 Each Bidder shall promptly notify City in writing should the Bidder find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Bidders.

19.3 The City in accordance with applicable law, by addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time. The Bidder shall not rely on oral clarifications to the ITB unless they are confirmed in writing by the City in an issued addendum.

19.4 Each Bidder must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

19.5 The CITY may waive any technicalities and formalities. The CITY reserves the right to cancel or change the ITB in its entirety. If the successful Bidder, who is awarded the contract, cannot provide to the CITY requirements to establish an agreement/contract, the CITY reserves the right to award the contract to the next firm that best meets the needs of the City.



19.6 Pursuant to the City of Brookhaven Code of Ordinance, bids may be disqualified by the Director because of, but not necessarily limited to, the following reasons:

- 19.6.1** Failure to follow City's bid schedule.
- 19.6.2** Failure to return applicable compliance and/or specification sheets.
- 19.6.3** Failure to return applicable addenda.
- 19.6.4** Failure to provide information on alternates or equivalents, when allowed.
- 19.6.5** Failure to provide bid bond when specifically stated will result in automatic rejection.
- 19.6.6** Failure of bidder to sign all requested documents.
- 19.6.7** Failure to submit bid by deadline.
- 19.6.8** Failure of supplier to extend prices.
- 19.6.9** Failure to hold firm pricing.
- 19.6.10** Failure to meet specified delivery requirements.
- 19.6.11** Failure to meet the prior experience and qualifications requirements.

20. Time for Completion and Liquidated Damages: As compensation for the loss to the City of Brookhaven, if the work is not completed and accepted by the City of Brookhaven on or before the completion date, contractor will pay the City of Brookhaven as liquidated damages the amount stated within Section 108.08 of the GDOT Standard Specifications for each day of delay beyond the contract period.

21. Illegal Immigration Reform and Enforcement Act: This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Bidder must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Bid at the time of submission. **Under state law, the City cannot consider any Bid which does not include the completed forms.** Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bidders intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this ITB.

22. Conflict of Interest: Bidders are advised to read and familiarize themselves with the conflict of interest provisions of this ITB. The City reserves the right to issue ITBs for specific projects that are independent of this project for the City of Brookhaven, Georgia. Except as stated in this ITB these Instructions, and the Notice to Bidders concerning Conflicts of Interests, successful Bidders under this ITB are not precluded from responding to such solicitations.

23. Codes, Permits, Fees, Licenses and Laws

All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable



rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

24. Testing and Inspections

The City will choose a third party contractor to perform testing of all structures and may test concrete periodically. Items that will be tested are compacted soils, rebar, footings, walls, bents, and concrete.

25. Contractor Equipment

Contractor shall have all equipment and vehicles marked with their company name and/or logo.

26. Working Hours

Working hours vary depend on the property where work is taking place; prior approval is required from property owners to work on Saturday.

Jackson Square and the Villas Apartments will be limited to:

8:00 AM to 6:00 PM Monday to Friday

The rest of project will be limited to Monday to Friday, 7:30 AM to 8:30 PM unless prior approval is by the Department of Public Works. Lane closures on non-neighborhood streets will only be permissible between the hours of 9 am and 4 pm.



**BID PACKAGE
PEACHTREE GREENWAY TRAIL
CITY OF BROOKHAVEN, Georgia**

2. INTRODUCTION

The project consists of the construction of a 12'-14' wide multi-use, 5 inch concrete trail, pervious concrete, decorative brick and concrete pavers, pedestrian bridges, custom bridge railing, retaining walls, drainage structures, trailhead parking lots, roadway realignment and intersection reconstruction, traffic signal work, and amenities for the Peachtree Creek Greenway Trail, Brookhaven, Georgia.

2.2 BIDDING REQUIREMENTS

2.2.1 All Bids shall be in accordance with the Contract Documents and the current Georgia Department of Transportation (GDOT) State of Georgia Standard Specifications - Construction of Transportation Systems 2013 Edition, and Supplemental Specifications Book 2016 edition, and applicable Special Provisions and Supplemental Specifications.

2.2.2 PROJECT TECHNICAL SPECIFICATIONS FOLLOW GDOT SPECIFICATIONS

(The written descriptions of each section can be downloaded from this link)

<http://www.dot.ga.gov/PS/Business/Source>

PROSECUTION AND PROGRESS

GDOT Section: 108.8

MEASUREMENT AND PAYMENT

GDOT Section: 109

EROSION AND SEDIMENTATION CONTROL

GDOT Sections: 107,160,161,162, 163, 165,166, 170,171,603,716

TRAFFIC CONTROL

GDOT Section: 150

WATER QUALITY MONITORING

GDOT Section: 167

CLEARING AND GRUBBING

GDOT Sections: 201,202,204,205,206,207,208

EARTHWORK

GDOT Sections: 209,210,211,212,214,215,216,217,218,219,221

GRADING COMPLETE

GDOT Sections: 109,201,202,204,205,206,207,208,209

CONCRETE STRUCTURES

GDOT Sections: 152,430,431,439,441,461,500,800,801,830,831
832,838,833,853,880,886

PIPES AND STRUCTURES

GDOT Sections: 441,550



SIGNING AND MARKINGS
GDOT Sections: 500,636,652,653,830,870,910,911,913,914

PAINTING TRAFFIC STRIPE
GDOT Sections: 652, 653

LANDSCAPING
GDOT Sections: 700,702,710

PEDESTRIAN BRIDGE
GDOT Section 534

2.2.3 **BROOKHAVEN SPECIAL PROVISIONS**

CITY OF BROOKHAVEN SIGNAGE
GDOT Sections:107,500,636,855,870,910,912,914,916

CITY OF BROOKHAVEN BOLLARDS
GDOT Sections: 500,900

CITY OF BROOKHAVEN SIGN POST
GDOT Sections: 500, 502, 636, 860, 861, 862, 863, 911

2.2.4 **CONSTRUCTION MANAGEMENT**

The PATH Foundation will represent the City for all Construction Management Services. A City Engineering Inspector (CEI) may periodically monitor construction activities. All communication from the Bidder will be directed to Tyra Little at purchasing@brookhaven.gov.

2.3 **SUB-CONSULTANTS AND SUB-CONTRACTORS**

2.3.1 Consultant shall ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this ITB (Invitation to Bid). Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any sub-consultant or sub-contractor may result in a finding that the Bidder is not responsible.

All proposed sub-consultants and sub-contractors shall be listed in the Bidders response. Bidder shall ensure that all proposed sub-contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants.

2.3.2 Consultant shall have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all sub-consultants and sub-contractors engaged in the work of this ITB. The lack of a valid license for Consultant or any sub-consultant or sub-contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event



Consultant, a sub-consultant or sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.

2.4 INTENT TO AWARD

- 2.4.1 The City reserves the right to make one (1) award or multiple awards for the Peachtree Creek Greenway Trail, Brookhaven, Georgia 30319
- 2.4.2 If the successful Bidder is terminated, the City reserves the right to make an award to the next lowest responsive and responsible Bidder.
- 2.4.3 Responsibility** - The determination of the Bidder's responsibility will be made by the City based on whether the Bidder meets the following minimum standard requirements:
 - 2.4.3.1 Has the appropriate and adequate technical experience required.
 - 2.4.3.2 Has adequate personnel and equipment to perform the work expeditiously.
 - 2.4.3.3 Ability to comply with the required or proposed delivery and installation schedule.
 - 2.4.3.4 Has a satisfactory record of performance.
 - 2.4.3.5 Has adequate financial means to meet obligations incidental to the work.
 - 2.4.3.6 Such other factors as the City deem to be pertinent to either the bid or the contract.
- 2.4.4 **Responsiveness** - The determination of the Bidder's responsiveness will be made by the City based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, exclusions, special conditions, or alternatives bids for any item unless specifically requested in the solicitation.



BID PACKAGE CITY OF BROOKHAVEN, Georgia

3. CONTRACT TERMS AND CONDITIONS

3.1 STATEMENT OF WARRANTY

Bidder's Statement of Warranty should include all applicable manufacturers' warranties and the Bidder's warranty in regards to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

3.2 The successful Bidder will promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the bid Specifications. The Bidder will bear all costs of correcting or replacing such rejected Work.

3.3 GENERAL CONDITIONS

OWNER'S REPRESENTATIVE for CONSTRUCTION

PATH Foundation
1601 W. Peachtree Street
Atlanta, Georgia 30309
Jonathan McCaig, Construction Manager
404.433.1900

LANDSCAPE ARCHITECT

KAIZEN COLLABRATIVE
2390 Main Street
Tucker, Georgia 30084
404.239.2521
Greta deMayo, PLA

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the Landscape Architect any status under this Contract other than that of an independent contractor.

3.3.1 REGULATORY REQUIREMENTS

All work shall be done in conformance with the rules and regulations of the local authority having jurisdiction. The Contractor is responsible for obtaining and paying for all applicable development fees and permits.

3.3.2 ACCESS TO THE SITE AND USE OF THE PREMISES

Contractor must notify the City at least two weeks prior to accessing any right of entry, construction easement, or permanent easement parcel to begin project work. This will allow the City to coordinate with the impacted property owners.



The space available for the Contractor to perform work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings. Other areas are off limits to all construction personnel. Storage areas will be available on site.

Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project.

3.3.3 CONSTRUCTION MEETINGS

3.3.3.1 Bi-Weekly Construction Update Meetings:

- Contractor's Superintendent shall be available to meet for 30 minutes every other week with Owners Representative and the Owner.
- Meeting will involve a discussion of any issues and walk through of the construction site.
- Owners Representative will provide a weekly construction update to the Owner.

3.3.3.2 A **Pre-Construction Meeting** will be held at a time and place designated by the Construction Manager, for the purpose of identifying responsibilities of the Owner's Representative and the Landscape Architect's personnel and explanation of administrative procedures

3.3.3.3 The Contractor shall also use this meeting for the following minimum agenda:

- Construction schedule
- Use of areas of the site
- Delivery and storage
- Safety
- Security
- Cleaning up

3.3.3.4 The Contractor shall also provide at this meeting Subcontractor procedures relating to:

- Submittals
- Change orders
- Applications for payment.
- Record documents

3.3.3.5 Attendees shall include:

- The Primary Design Consultant and any Sub-consultants
- The Contractor and its Superintendent
- Others interested in the work

3.3.4 SECURITY PROCEDURES

3.3.4.1 Limit access to the site to persons involved in the work.

3.3.4.2 Provide secure storage for materials for which the Owner has made payment and which are stored on site.



3.3.4.3 Secure completed work as required to prevent loss.

3.3.5 COORDINATION

If necessary, inform each party involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings.

Any questions regarding information about the plans should be submitted to Owner's Representative in the form of an RFI address to the Landscape Architect (LA). The LA will respond to all questions within 5 business days.

3.3.6 ACCESS TO WORK

The Owner, The PATH Foundation, Landscape Architect, and the Owner's Representative shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

3.3.7 SUBMITTAL PERIOD FOR PRODUCTS AND SUBSTITUTIONS

Substitutions: Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Base Bid. If the Bidder wishes to use items of equipment or materials other than those named in his Base Bid, the Bidder shall apply in writing for the Owner's approval of substitution at least ten (10) days prior to opening of bids, submitting with his request for approval complete descriptive and technical data on the items or item he proposes to furnish. Approved substitutions will be listed in the Addendum issued to all Bidders prior to opening of bids.

3.3.8 MEASUREMENTS AND DIMENSIONS

3.3.8.1 Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the project site and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the Owner for resolution before proceeding with the Work.

3.3.8.2 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

3.3.8.3 If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:



Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; Supplementary Conditions; the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

3.3.9 STORAGE FACILITIES AND WORK AREAS

The Contractor shall cooperate with the Owner in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to his Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move same as and when directed, at his own expense.

3.3.10 OBLIGATIONS AND DAMAGE TO PROPERTY

3.3.10.1 The Contractor shall provide and maintain all temporary roadways and utilities which may be authorized and all barriers, colored lights, danger signals, and other devices necessary to provide for traffic control and safety. The Contractor shall, at all times, be responsible for the safety and conduct of his employees. He shall, for the protection of the Owner, maintain liability insurance for the duration of the work in limits described in these contract documents and insurance covering property as well as any other insurance required by law.

The Contractor will replace to the satisfaction of the Owner all areas disturbed or damaged by Contractor to the condition that they were found before work was begun. Contractor will replace any and all pavement removed or damaged which is located in the road or street to the satisfaction of the Owner. Contractor shall secure all permits, authorizations, and certificates of inspection or occupancy that may be required by authorities having jurisdiction over any damages to existing conditions.

3.3.10.2 The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the Owner.

3.3.11 MANUFACTURERS' CERTIFICATIONS

The Owner may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

3.3.12 SAMPLES

The Contractor shall furnish with reasonable promptness all samples as directed by the Owner's Representative for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

3.3.13 AS-BUILT DRAWINGS



The Contractor shall, upon completion of the Work, furnish a marked set of Drawings indicating the field changes, as actually installed and as specified under these sections of the Specifications, and deliver them to the Owner.

3.3.14 PROJECT CLOSEOUT & MAINTENANCE MANUAL

Contractor shall provide prior to completion of the Contract, an Owner's Manual in pdf format. This document must contain all testing documents, concrete tickets, submittal documents, material certifications, material suppliers, manufacturer details for care and maintenance of visible surfaces included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the Owner in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this article.

4. ASSIGNMENT

The contract created by the award to the successful Bidder shall not be sold, not be assigned or transferred, in whole or in part hereof, by the Bidder by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Bidder, or with a business entity which is merged or consolidated with the Bidder or which purchases a majority or controlling interest in the ownership or assets of the Bidder without the prior written consent of the City.

5. NONDISCRIMINATION

Notwithstanding any other provision of the contract, during its performance the Bidder, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Contract does hereby covenant and agree, that:

5.1 No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

5.2 In the furnishing of services or materials no person shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

6. PERFORMANCE OF CONTRACT

6.1 The City reserves the right to enforce the Bidder's performance in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the resulting contract award. It will be understood that time is of the essence in the Bidder's performance.

6.2 The successful Bidder shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

6.3 The Bidder accepts the relationship of trust and confidence established by the award of this solicitation. The Bidder covenants with the City to utilize its best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City.



6.4 All purchases for goods or services are subject to the availability of funds for this Contract.

7. DEFAULT AND TERMINATION

7.1 **Termination by City.** The Contract resulting from this ITB shall be subject to termination by the City at any time if, in the opinion of the City, the Bidder fails to carry out the Contract provisions of any one or more of the following events:

7.1.1 The default by the Bidder in the performance of any of the terms, covenants or conditions of the Contract, and the failure of the Bidder to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction. The City shall provide the Bidder with notice of any conditions which violate or endanger the performance of the Contract. If, after such notice, the Bidder fails to remedy such conditions within thirty (30) days or a shorter time period as set forth in any such notice, to the satisfaction of the City, the City may exercise its option in writing to terminate the Contract without further notice to the Bidder and order the Bidder to stop work immediately, vacate the premises, and to cancel ordered products and/or services with no expense to the City.

7.1.2 Bidder files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Bidder and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

7.1.3 Bidder's failure to conduct services according to the approved bid specifications.

7.1.4 Bidder's failure to keep, perform, or observe any other term or condition of the Contract.

7.1.5 Bidder's performance of the Contract is unreasonably delayed.

7.2 Should the successful Bidder fail to provide the materials or services when ordered, and in accordance with the General Terms and Conditions, Specifications and any other requirements contained herein, the City reserves the right to purchase commodities or services covered by this bid elsewhere if available from an alternate source.

7.3 **Termination for Convenience.** The City may, at its sole option, terminate the Contract with or without cause at any time upon thirty (30) days written notice by certified mail to the Bidder without prejudice to any other right or remedy it may have.

8. FORCE MAJEURE

Neither party shall be held to be in breach of the Contract resulting from this ITB because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.



9. WAIVER

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

10. INVOICES

Invoices shall be on a standard AIA FORM G702 & 703 using the schedule of values in this ITB (an excel file will be available upon request). Only work completed can be billed at the end of each month. All testing reports and any other documents must be emailed to:

OWNERS REPRESENTATIVE

Jonathan McCaig

PATH Foundation

jonathan@pathfoundation.org

10.1 The following information must appear on all invoices submitted:

Name and address of the successful Bidder;

Schedule of Values used in the contract

City's ITB Number 18-289

Signature of authorized Bidder's Project Manager certifying the accuracy of the quantities presented for payment.

Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

10.2 Owners Representative will review and recommend approval of invoices to the City of Brookhaven for payment to the contractor.

11. PAYMENT

Payment shall be tendered to the successful Bidder upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

11.1 At end of month, **Application for Payment is due by the 5th Business day of the Following Week.** Invoices submitted by the 5th business day that are valid and subsequently approved, will be paid prior to month end. Original invoice(s) will be emailed for payment by the Owners Representative.

11.2 **Contract Retainage Schedule** shall be as follows:

Ten (10%) percent of each progress payment shall be withheld as retainage of the Contract Price, including change orders and other authorized additions provided for the entire length of the Contract.

This Contract is governed by O.C.G.A. § 13-10-2-80, which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier



contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

11.3 Final Payment

When the Work is substantially complete and City determines all Punch-List items are complete. The Contractor shall submit an invoice and all requested closeout documents as required. Final payment will then be sent within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.

11.4 Retainage Payment

Within sixty (60) days after the Work is fully completed and accepted by City, the retainage held shall be paid; provided, however, that said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.



EXHIBIT A

REQUIRED SUBMITTAL FORMS



**BID PACKAGE SUBMITTAL
COVERSHEET**
("Submit Bid in this Order")

**PEACHTREE CREEK GREENWAY TRAIL
BROOKHAVEN, Georgia 30319**

Grand Total \$ _____ (in figures)

\$ _____ (written in
words)

Printed Name Title

Signature Date

COMPANY NAME



ITB- 18-289 PEACHTREE CREEK GREENWAY-PHASE 1 - BID FORM PROPOSAL

Roadway/Trail Items -SECTION 1					Unit Price	Cost
Item Number	Quantity	Units	Item Description-SECTION 1			
150-1000	1	LS	TRAFFIC CONTROL			
205-0001	1	LS	UNCLASS EXCAV- COMP CUT FOR FLOOD PLAIN, 30IN, 25514 SF, HAUL TICKETS REQD			
210-0100	1	LS	GRADING COMPLETE (INCLUDES DEMOLITION AND TREE REMOVAL)			
444-1000	7000	LF	SAWED CONTROLLED JOINTS IN EXISTING PAVEMENTS			
500-3101	1810	CY	TRAIL CONCRETE , 5 IN, 6FT-14 FT, (INCL ADA PADS)			
500-3800	52	CY	TRAIL CONCRETE 8 IN, 14 FT, HEAVY DUTY, INCL MATL			
515-1000	3350	LF	STEEL HANDRAIL INCL ALL MATL, CABLE- RETAINING WALLS- POWDER COAT SILVER			
611-8120	10	EA	ADJUST UTILITY TO GRADE TRAFFIC RATED TOPS (WATER, GAS, ELECTRIC, ETC)			
643-8081	4	EA	KNOB WITH MANUAL KEY CODE PAD			
643-8080	3	EA	AMERISTAR ALUMINUM GATE, 6' BLACK- SEE DETAILS			
643-8400	3000	LF	AMERISTAR ALUMINUM SQ TUBE FENCE 6' BLACK - SEE DETAILS			
636-1033	250	SF	MUTCD HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP9			
636-1704	4	EA	HANDICAP PARKING SIGN AND ALUMINUM POST			
636-3010	140	LF	MUTCD HIGHWAY SQUARE POST, 14 FT			
652-0095	4	EA	THERMOPLASTIC PVMT MARKING HANDICAP SYMBOL			
652-6504	625	LF	THERMO SOLID TRAF STRIPE, 4 IN WHITE (HANDICAP PARKING)			
652-1804	1120	LF	THERMO SOLID TRAF STRIPE, 8 IN WHITE (GDOT CROSSWALKS)			
653-1500	1460	LF	THERMOPLASTIC SOLID TRAF STRIPE, 4 IN, WHITE			
653-1501	50	LF	THERMOPLASTIC SOLIDTRAF STRIPE , 5 IN, WHITE			
653-1502	260	LF	THERMOPLASTIC SOLIDTRAF STRIPE , 5 IN, YELLOW			
653-1704	86	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN WHITE			
685-2000	7000	LF	SAND BLAST PC CONC, 4IN WIDE, 14 FT LONG, 14 FT SKIP			
754-4000	10	EA	WASTE RECEPTACLE UNIT			
754-5000	9	EA	BENCH WITH BACK - 6FT			
754-5000	8	EA	BENCH - BACKLESS- 6FT			
754-6000	3	EA	BIKE RACK			
754-7000	3	EA	FIX-IT STATION			
900-0526	14	EA	FIXED STEEL BOLLARDS, POWER COAT "SLATE"-SEE DETAILS			
900-0527	9	EA	STEEL REMOVABLE BOLLARDS, POWER COAT "SLATE"-SEE DETAILS			
TOTAL COST SECTION 1						

Trail Lighting/ Sign Structures/ Signs and Post - SECTION 2

Item Number	Quantity	Units	Item Description	Unit Price	Cost
636-1000	390	SF	BROOKHAVEN GREENWAY TRAIL SIGNAGE PER DETAILS		
681-1000	18	EA	REGULATORY SIGN ALUMINUM POST-POWER COAT "SLATE"-SEE DETAILS		
681-1000	3	EA	DIRECTIONAL SIGN ALUMINUM POST -POWER COAT "SLATE"-SEE DETAILS		
681-1000	1	EA	MILE MARKER SIGN ALUMINUM POST, POWER COAT "SLATE"-SEE DETAILS		
681-3600	3	EA	KIOSK SIGN ALUMINUM SIGN STRUCTURE, INCL ELECTRICAL, SEE DETAILS		



681-3600	3	EA	TRAILHEAD ALUMINUM SIGN STRUCTURE, INCL ELECTRICAL, SEE DETAILS		
682-6120	9,000	LF	CONDUIT INSTALLATION ONLY- MATL BY GEORGIA POWER		
682-6120	30	LF	ELECTRIC CONDUIT 2IN PVC, FOR SIGN STRUCTURES, KIOSK		
682-9020	3	EA	ELECTRIC JUNCTION BOXES FOR SIGN STRUCTURES		
TOTAL COST SECTION 2					

Traffic Signal Installation - SECTION 3 (SEE Drawing 27-0002A)

Item Number	Quantity	Units	Item Description	Unit Price	Cost
CONTROLLER CABINET ASSEMBLIES					
	1	EA	E. RELOCATE EXISTING CABINET ASSEMBLY, MODEL 332A		
	3	EA	F. SWITCH PACK (Load Switch)		
	2	EA	G. DC ISOLATOR		
	1	EA	H. LOOP DETECTOR, 2 CHANNEL		
	1	EA	M. AUXILLARY OUTPUT FILE (Install in Existing Cabinet)		
	1	EA	BATTERY BACKUP SYSTEM - EXTERNAL MOUNTED, CABINET (per GDOT specs)		
	1	EA	332 PREFABRICATED CONTROLLER CABINET BASE w/BBS EXTENTION		
	1	REEL	LOOP/PED LEAD-IN WIRE (SHIELDED, TWISTED/1000 FT); 3 PAIR, 18 AWG		
	2	REEL	SIGNAL CABLE (14 AWG); 7 CONDUCTOR, PER 1000 FT.		
	3	REEL	LOOP DETECTOR WIRE (14 AWG, STRANDED/1000 FT)		
	2	EA	3-SECTION, 12" SIGNAL HEAD LED - , YELLOW HOUSING w/ BLACK FRONT, PLASTIC		
	8	EA	1-SECTION, 16" x 18" LED COUNTDOWN PEDESTRIAN SIGNAL HEAD, FULL HAND/MAN OVERLAP		
			<i>9" HIGH, Numbers & 12" Symbols</i>		
	4	EA	PEDESTRIAN PUSHBUTTON STATION ADAPTERS (ONLY)		
			<i>9" x 15", Double Push Button Station Adapter for 4" Dia Pedestrian Pole, Adjustable</i>		
	4	EA	PEDESTRIAN PUSHBUTTONS STATIONS, w/BUTTONS and SIGNS:		
	2	EA	<i>9" x 15", R10-3e, (L)eft or (R)ight, Countdown</i>		
	2	EA	BACK PLATE FOR ONE-WAY, 3-SECTION, 12" SIGNAL HEAD, ABS PLASTIC, BLACK w/ RETROREFLECTIVE STRIP		
	2	EA	HARDWARE FOR PEDESTAL MOUNTING OF VEHICULAR SIGNALS		
	4	EA	HARDWARE FOR PEDESTAL POLE, TOP POST MOUNTING, TWO-WAY BRACKET ASSEMBLY		
	4	EA	PEDESTAL POLE & SQUARE BASE		
	7	EA	PULL BOX, PB-2		
	1	EA	PULL BOX, PB-3		
	730	LF	LOOP SAW CUT		
	80	LF	CONDUIT, 1", TP 2		
	120	LF	CONDUIT, 2", TP 2		
	50	LF	CONDUIT, 2", TP 3 (TRENCHED)		
	30	LF	CONDUIT, RIGID, 1"		
	135	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE		
	1100	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE		
	280	LF	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE		
	1100	LF	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW		



	367	SY	THERMOPLASTIC TRAF STRIPING, YELLOW		
	24	EA	RAISED PVMNT MARKERS		
	1	LS	MISCELLANEOUS MATERIALS NEEDED TO COMPLETE INSTALLATION		

Signal Pay Item Quantities - SECTION 3

Item Number	Quantity	Units	Item Description	Unit Price	Cost
647-1000	1	LS	TRAFFIC SIGNAL INSTALLATION- PER WILBURN PLANS		
682-6233	1035	LF	CONDUIT, NONMETAL, TP 3, 2 IN (BORED)		
682-9950	390	LF	DIRECTIONAL BORE - 3"		
682-9950	215	LF	DIRECTIONAL BORE - 5"		
682-9950	70	LF	DIRECTIONAL BORE - 7"		
TOTAL COST SECTION 3					

PLAZA A: North Druid Hills Intersection / Salvation Army New Trailhead - SECTION 4 A

Item Number	Quantity	Units	Item Description	Unit Price	Cost
310-5060	1810	SY	GR AGGR BASE CRS, 6 INCH, INCL MATL		
402-3100	165	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME		
402-3111	210	TN	RECYCLED ASPH CONC 19 MM MIX, GP 1 OR 2, INCL BITUM MATL & H LIME		
413-1000	180	GL	BITUM TACK COAT		
432-0206	650	SY	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH		
441-0014	90	SY	DRIVEWAY CONCRETE, 8 IN TK		
441-6012	1500	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2		
444-1000	315	LF	SCORE CONCRETE-1/4 IN		
500-3101	18	CY	CONCRETE 8IN WITH ADA PADS - INTERSECTION		
500-3101	10	CY	CONCRETE 5 IN WITH EXPOSED AGGREGATE FINISH		
500-3800	1	LS	CONCRETE STAIRS INCL PRECAST CAP,CHEEKWAL		
516-0001	1	LS	ALUMINUM STAIR HANDRAIL, INCL ALL MATERAIL, CABLE		
611-8050	3	EA	ADJUST MANHOLE TO GRADE		
TOTAL COST SECTION 4 A					

PLAZA B: Salvation Army Hardscape - SECTION 4 B

Item Number	Quantity	Units	Item Description	Unit Price	Cost
310-5120	100	SY	GR AGGR BASE CRS, 12 IN, INCL MATL		
402-3100	42	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME		
413-1000	1	LS	BITUM TACK COAT		
432-0206	500	SY	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH		
441-0014	50	SY	DRIVEWAY CONCRETE, 8 IN TK		
441-6012	410	LF	CONCRETE HEADER CURB, 6 IN TP 2		
444-1000	1110	LF	SCORE CONCRETE-1/4 IN		
500-3101	42	CY	CONCRETE 5IN WITH EXPOSED AGGREGATE FINISH		
500-3800	1	LS	CONCRETE STAIRS INCL PRECAST CAP,CHEEKWAL		



516-0001	1	LS	ALUMINUM STAIR HANDRAIL ,CABLE, INCL ALL MATERAIL		
TOTAL COST SECTION 4 B					

PLAZA C: Corporate Square Hardscape - SECTION 4C					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
500-3101	20	CY	CONCRETE 5IN WITH EXPOSED AGGREGATE FINISH		
444-1000	500	LF	SCORE CONCRETE-1/4 IN		
TOTAL COST SECTION 4 C					

PLAZA D: Jackson Square - SECTION 4D					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
640-0000	1035	SF	PERMEABLE CONCRETE PAVER, INCL SAND		
446-0000	115	SY	#57 STONE, 4IN, CLEAN NO FINES		
640-0100	250	LF	BRICK PAVER BAND		
TOTAL COST SECTION 4 D					

PLAZA E: - SECTION 4E					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
500-3101	19	CY	CONCRETE 5IN WITH EXPOSED AGGREGATE FINISH		
444-1000	500	LF	SCORE CONCRETE-1/4 IN		
TOTAL COST SECTION 4 E					

VILLAS APARTMENTS - SECTION 4VA					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
310-5060	270	SY	GR AGGR BASE CRS, 6 INCH, INCL MATL		
400-3100	125	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME		
413-1000	90	GAL	BITUM TACK COAT (0.06 g/sy)		
432-0206	1500	SY	MILL ASPH CONC PAVEMENT, 1-1/2 IN DEPTH		
441-6012	600	LF	CONCRETE HEADER CURB, 6 IN TP 2		
500-3101	7	CY	CONCRETE HANDICAP PAD		
500-3800	4	CY	CONCRETE STEPS		
500-9999	60	CY	CLASS B CONC, BASE OR PVMT WIDENING, 6IN		
611-5480	1	LS	RESET LIGHT POLE		
TOTAL COST SECTION 4 VA					

PLAZA F: - SECTION 4F					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
500-3101	19	CY	CONCRETE 5IN WITH EXPOSED AGGREGATE FINISH		
444-1000	1000	LF	SCORE CONCRETE-1/4 IN		
TOTAL COST SECTION 4 F					

BRIARWOOD TRAILHEAD- SECTION 4BT					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
310-5060	1550	SY	GR AGGR BASE CRS, 6 INCH, INCL MATL		
413-1000	190	GAL	BITUM TACK COAT (0.06 g/sy)		
400-3100	130	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME		



400-3130	215	TN	RECYCLED ASPH CONC 19 MM MIX, GP 1 OR 2, INCL BITUM MATL & H LIME		
441-0014	50	SY	DRIVEWAY CONCRETE, 8 IN TK		
441-6012	1130	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2		
444-1000	500	LF	SCORE CONCRETE-1/4 IN		
500-3101	20	CY	CONCRETE 5IN WITH EXPOSED AGGREGATE FINISH		
500-3800	1	LS	CONCRETE STAIRS INCL PRECAST CAP,CHEEKWAL		
516-0001	1	LS	ALUMINUMSTAIR HANDRAIL ,CABLE, INCL ALL MATERAIL		
610-1055	8	LF	REM GUARDRAIL		
610-1075	1	EA	REM AND RESET GUARDRAIL ANCH TY 12,		
TOTAL COST SECTION 4 BT					
TOTAL COST ALL SECTIONS 4					

Bridges / Retaining Walls - SECTION 5

Item Number	Quantity	Units	Item Description	Unit Price	Cost
310-5060	500	SY	GR AGGR BASE CRS, 18 INCH, INCL MATL		
500-3107	350	CY	RETAINING WALL AT SALVATION SPUR TRAIL, (STA 3+95 -7+60 - 2+61)		
500-3107	21	CY	SEAT WALL (STA 11+85 - 12+72)		
500-3107	105	CY	SEAT WALL (STA 14+45 - 20+20)		
500-3107	112	CY	RETAINING WALL /SEAT WALL (STA 20+20 - 22+67)		
500-3107	65	CY	RETAINING WALL (STA 22+07- 24 +25, + 50 ft around to curb), INCL HELICALS		
500-3107	280	CY	RETAINING WALL (STA 33+93 - 41+53),INCL TIE BACKS		
441-6012	15	CY	HEADER CURB 12 IN- (STA 39+32 - 40+95)		
500-3107	717	CY	RETAINING WALL (STA 61+18 -67+00), INCL TIE BACKS		
500-3107	109	CY	RETAINING WALL (STA 62+72-64+60, 64+60- 66+90)		
500-3107	114	CY	RETAINING WALL (STA 63+25-65+08), INCL TIE BACKS		
500-3107	49	CY	RETAINING WALL / STAIR WALL (STA 62+85-663+45)		
500-3800	115	CY	CONCRETE STRUCTURAL SLAB, PIPE OUTFALLS		
534-1000	1	LS	CONCRETE BRIDGE COMPLETE INCL ABUTMENTS, HELICALS, WALLS, DECK, METAL SAFETY RAILING, CONC, PER DETAILS (S-3.0-3.0) (13+64)		
534-1000	1	LS	PEDESTRIAN BRIDGE COMPLETE, INCL ABUT, HELICALS, COLUMNS, BENTS, WALLS, DECK, 2 IN PVC CONDUIT, CONC SCORING (22+60-29+50)		
534-1000	1	LS	CONCRETE ELEVATED BRIDGE COMPLETE, INCL ABUTMENTS, HELICALS, WALLS, DECK, CONC, METAL SAFETY RAILING, PER PLAZA D STA 29+50 (900 SF)		
534-1000	1	LS	PEDESTRIAN BRIDGE COMPLETE, INCL ABUTMENTS, HELICALS, WALLS, DECK, METAL SAFETY RAILING, CONC SCORING (29+71-30+35)		
626-0100	22000	SF	FORM LINER; FITZGERALD "ALOHA WAVE" PATTERN 1500 7A & 7B		
TOTAL COST SECTION 5					

Erosion Control/ Drainage - SECTION 6

Item Number	Quantity	Units	Item Description	Unit Price	Cost
163-0300	6	EA	CONSTRUCTION EXIT		
163-0301	6	EA	TEMPORARY WASH DOWN BIN FOR CONCRETE		
163-0550	2	EA	CONSTRUCT, REMOVE, MAINT INLET SEDIMENT TRAPS-P		
165-0030	5,000	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C AND 10 IN SOCK		
165-0101	6	EA	MAINTENANCE OF CONSTRUCTION EXIT		



167-1000	1	LS	WATER QUALITY MONITORING AND SAMPLING		
167-1000	1	LS	EROSION CONTROL WEEKLY REPORTING		
171-0030	31,000	LF	TEMPORARY SILT FENCE, TYPE C OR 10 IN SOCK		
446-0000	350	SY	ROOT BRIDGING, #57 STONE, 4IN		
550-1180	700	LF	STORM DRAIN PIPE, 18 IN, RCP H 1-10		
550-1240	190	LF	STORM DRAIN PIPE, 24 IN, RCP, H 1-10		
550-1300	104	LF	STORM DRAIN PIPE, 30 IN, RCP, H 1-10		
550-1360	104	LF	STORM DRAIN PIPE, 36 IN, RCP, H 1-10		
550-4218	1	EA	FLARED END SECTION RCP,18 IN, STORM DRAIN		
603-1300	350	SY	RIVER ROCK TYP 3 - USED AS FINISH ROCK OVER TYP 3 RIP RAP		
603-1300	200	SY	STN DUMPED RIP RAP, TP 3, 18IN		
603-1300	225	SY	STN DUMPED RIP RAP, TP 3, 24IN		
603-1300	65	SY	STN DUMPED RIP RAP, TP 3, 36IN		
636-7000	1000	SY	PLASTIC FILTER FABRIC (swale)		
668-1100	3	EA	CATCH BASIN, GP 1		
668-2100	5	EA	CATCH BASIN, GP 2		
668-2100	5	EA	DROP INLET, WEIR, GP 1, OPEN TOP PEDESTAL		
668-2100	4	EA	DROP INLET, WEIR, GP 1, WITH GRATE		
668-3100	7	EA	ADJUST SANITARY MANHOLE 1011A TO GRADE WITH WATERTIGHT RING & COVER		
668-3100	15	EA	JUNCTION BOX MANHOLE 1011A		
668-3110	50	LF	JUNCTION BOX MANHOLE 1011A GP 1 ADDL DEPTH		
716-2000	3,000	SY	EROSION CONTROL MATS - SLOPES		
700-6910	15	AC	PERMANENT GRASSING		
643-8200	3,000	LF	BARRIER TREE FENCE (ORANGE), 4 FT		
TOTAL COST SECTION 6					
LANDSCAPE / TREES - SECTION 7					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
400-9415	1200	EA	PINE STRAW BAILS		
700-8000	1	S	FERTILIZER MIXED GRADE		
700-9300	700	SY	SOD		
700-9410	211	EA	SHRUBS, 5 GAL		
700-9413	700	EA	GROUND COVER, PLUGS -32		
700-9500	61	EA	TREE, 3 IN CAL, UPTO 15 FT		
TOTAL COST SECTION 7					



COST SUMMARY		
Section 1	ROADWAY / TRAIL	
Section 2	TRAIL SIGN STRUCTURES, ELECTRICAL CONDUIT, TRAIL SIGNAGE	
Section 3	TRAFFIC SIGNAL INSTALLATION	
Section 4	PLAZAS, HARDSCAPES	
Section 5	BRIDGES/RETAINING WALLS	
Section 6	EROSION CONTROL/ STORM DRAINAGE	
Section 7	LANDSCAPE / TREES	
TOTAL ESTIMATED CONSTRUCTION COST		



4 (Insert Addendums HERE)



5.2 NON-CONFLICT OF INTEREST

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Bidder certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for City, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this invitation to bid.

Signature: _____

Type Name: _____

Title: _____

Company: _____



5.3 CORPORATE CERTIFICATE

I, _____, certify that I am the _____ (title) of the Corporation named as Bidder herein, same being organized and incorporated to do business under the laws of the State of _____; that _____ who executed this Bid on behalf of the Bidder was, then and there, _____ (title) and that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

Partnership, LLC and other entities:

I, _____, certify that I am authorized to sign to commit _____ named a Bidder in the foregoing Bid. That said company is formed under the laws of the State of _____.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)



5.4 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, (1) certify that:

- 1. I am the _____ (2) of _____, (3) (hereinafter “Venturer”);
- 2. Venturer is a partner and participation in the joint venture having submitted the Invitation to Bid or Request for Proposal No. _____ for _____ (insert Project Name);
- 3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
- 4. Said Invitation to Bid or Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

- 1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer).
- 2. Title of person executing Certification.
- 3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.



5.5 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

PEACHTREE CREEK GREENWAY TRAIL, CITY OF BROOKHAVEN, Georgia

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:



5.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor)) on behalf of the CITY OF BROOKHAVEN has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project: PEACHTREE CREEK GREENWAY TRAIL

CITY OF BROOKHAVEN

Name of Public Employer

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

Executed on _____, _____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC My Commission Expires: _____



5.7 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the City requirement for PEACHTREE CREEK GREENWAY TRAIL Brookhaven, Georgia 30319 pertaining to insurance and/or bonding.

**CITY OF BROOKHAVEN
City Hall Chambers 4362 Peachtree Road
Brookhaven, Georgia 30319**

Bidder understands that it is required to name City of Brookhaven on insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Bidder understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) business days. The City may forfeiture of the bid guarantee submitted with its bid and/or the disqualification of Bidder from further consideration for the contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to insurance and/or bonding contained in the contract.

Date: _____, 20__.

Corporate Bidder

Non-Corporate Bidder

Name: _____
Title: _____

Name: _____
Title: _____

Notary Public (Seal)
My Commission Expires: _____

Notary Public (Seal)
My Commission Expires: _____



5.8 ACKNOWLEDGEMENT OF BIDDER

STATE OF GEORGIA
CITY OF BROOKHAVEN

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this Bid, that this company, corporation, firm, partnership or individual has not prepared its bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Invitation to Bid.

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ day
of _____ 20____.

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY BIDDER'S RESPONSE)



5.9 NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the CITY OF BROOKHAVEN and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the City to accept or reject this proposal at any time within fifty (50) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1 ___ 8 ___ 10 ___ 11 ___ 12 ___ 13 ___ 14 ___ . I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the ___ day of _____, 20___.

The bidder(s) whose signature(s) appear on this document, having personally appeared me, and being duly sworn, deposes and says that the above statements are true and correct.

(Print Company Name Here)
By _____(Seal)
Corporate President/Vice President or
individual Owner or Partner (Strike
through all except the one which applies.)

Sworn to and subscribed before me this day of _____, 20___.

Joint Bidder:

(Name of Notary Public Here)

(Print Company Name Here)
By _____(Seal)
Corporate President/Vice President or
individual Owner or Partner (Strike
through all except the one which applies.)

My Commission expires the _____ day of _____, 20___.

Joint Bidder:

(Federal ID No./IRS No.)

(Print Company Name Here)
By _____(Seal)
Corporate President/Vice President or
or individual Owner or Partner

5.10 REFERENCE AND RELEASE FORM



List at least four (4) references for the Prime bidder and each proposed subcontractor using a separate Reference and Release Form for each. (Please make copies as necessary and submit with the Bid.) Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

Company Name	Contract Period (Including Completion Date)
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	
Company Name	Contract Period (Including Completion Date)
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	
Company Name	Contract Period (Including Completion Date)
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the ITB.

Company Name _____ Bidder Subcontractor

Authorized Signature _____

Title _____

Date _____



5.11EXCEPTIONS TO SPECIFICATIONS FORM

If there are any exception(s) or clarification(s) taken to the Specifications set forth in this ITB use this sheet and list the specification's description and page number to which you are taking an exception. ANY exception(s) to the ITB Specifications shall be explained in full. No exceptions shall be taken to the City's insurance or indemnification provisions. CITY OF BROOKHAVEN will determine the Bidder's compliance with the bid requirements based on the information submitted and its exceptions to the Specifications. Attach additional pages if more space is needed.

Item Description and Page Number	Description of Exception

6. ATTACH PROFESSIONAL LICENSES (GENERAL CONTRACTORS LICENSES)

7. ATTACH BUSINESS LICENSE

8. ATTACH UTILITY LICENSE (MAY BE PRIME OR SUBCONTRACTOR)



9 BONDING AND INSURANCE REQUIREMENTS

A. BONDING

1. **BID BOND:** Bidders shall post a bid bond, certified check or money order made payable to the City in the amount of five percent (5%) of the bid price.
2. Whenever a bond is provided, it shall be executed by a Surety licensed to write surety insurance in the State of Georgia.
3. **PERFORMANCE BOND/ PAYMENT BOND: (Not Due at Bid)** Bidder shall give a Contract Performance bond and a Payment bond of one hundred percent (100%) of the bid price, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of the resulting Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The life of these bonds shall extend through the life of the Contract including a sixty (60) day maintenance period (where applicable) and a twelve month (12) guarantee period after the completion of Work performed under the resulting Contract.
4. It is further agreed between the parties hereto that if at any time after the execution of the Contract and the surety bonds, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the City to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City.

B. 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-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:



Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$100,000 each employee

2. Comprehensive General Liability Insurance

(a) \$2,000,000 limit of general liability per occurrence and \$2,000,000 aggregate policy limit for bodily injury and property damage Owner's and Contractor's Protective

(b) Blanket Contractual Liability

(c) Blanket "X", "C", and "U"

(d) Products/Completed Operations Insurance

(e) Broad Form Property Damage

(f) Personal Injury Coverage

3. Automobile Liability

(a) \$1,000,000 limit of liability

(b) Comprehensive form covering all owned, non-owned and hired vehicles

I. 4. Umbrella Liability Insurance

(a) \$1,000,000 limit of liability

(b) Coverage at least as broad as primary coverage as outlined under Items 1, 2, and 3 above

5. The City of Brookhaven, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Brookhaven and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.



**The Certificate Holder shall be:
CITY OF BROOKHAVEN
City Hall Chambers,
4362 Peachtree Road, Brookhaven, Georgia 30319**

**Addition Certificate Holder shall be:
Corporate Square Owner, LLC
Government Properties Income Trust and The RMR Group LLC
Villas at Druid Hills 2007, LLC
Jackson Square Condominium and Jackson Square Condominium Homeowners
Association
The Salvation Army
PATH Foundation**

- 1. Cancellation Notice:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to City. Such notice shall be sent by certified mail, return receipt requested directly to City.

- 2. Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Georgia with an "A.M. Best" rating of not less than A- VII. CITY OF BROOKHAVEN in no way warrants that the above-required minimum insurer rating is sufficient to protect the Bidder from potential insurer insolvency.

- 3. Verification of Coverage:** Bidder shall furnish CITY OF BROOKHAVEN with certificates of insurance as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates of insurance and endorsements are to be received and approved by CITY OF BROOKHAVEN before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under the contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Contract, or to provide evidence of renewal, is a material breach of contract.



4. **Insurance Approval:** Any modification or variation from the *insurance requirements* in the contract shall be made by CITY OF BROOKHAVEN whose decision shall be final. Such action may or may not require a formal Contract amendment, *or may* be made by administrative action.

CITY OF BROOKHAVEN contacts all listed Brokers and/or Insurance Carriers to verify coverages and endorsements. Any mistakes on the Certificate of Insurance and/or Endorsements may be addressed at such time as well.

5. **SubContractor:** It is the sole responsibility of the General Bidder to ensure all subcontractors working under the General Bidder have separately procured any and all types and limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that is suitable for the particular trade that the sub-Bidder is performing. It is also the sole responsibility of the general and/or prime Bidder to ensure any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "CITY OF BROOKHAVEN, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds.



BID BOND, page 1 of 2

Five Percent (5%) of **Bid**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **Contractor**, and

_____, as **Surety**, are hereby held and firmly bound unto Newnan, Georgia, as **City**, in the penal sum of Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20 .

The condition of the above obligation is such that whereas the **Contractor** has submitted to CITY OF BROOKHAVEN, GEORGIA a certain **Bid** attached hereto and hereby made a part hereof to enter into a contract in writing for the following work:

Furnish all labor, materials and equipment for the construction of the Peachtree Creek Greenway Trail for the City of Brookhaven, Georgia 30319.

NOW, THEREFORE,

- (a) If said **Bid** shall be rejected or in the alternate,

- (b) If said **Bid** shall be accepted and the **Contractor** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said **Bid**) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said **Bid**, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the **Surety** for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The **Surety**, for value received, hereby stipulates and agrees that the obligations of said **Surety** and its bond shall be in no way impaired or affected by any extension of the time



within which the **City** may accept such **Bids**, and said **Surety** does hereby waive notice of any such extension.

BID BOND, page 2 of 2

IN WITNESS WHEREOF, the **Contractor** and the **Surety** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(SEAL)

Contractor

By:

(SEAL)

Surety

By:

Georgia Representative



10 COMPANY OWNED EQUIPMENT

The successful **Bidder Shall Self-Perform at least 51% of the Work** in this contract with equipment owned by the company. Successful Bidder must provide a list of company owned equipment. Company Logo must be stamped on equipment and work trucks.

(City of Brookhaven may request a list of projects your company is currently working on to prove your company owns equipment.)

Attach Company Owned Equipment List

11 COMPANY PROJECT LIST

Bidders must provide company documentation showing they have completed 10 miles of multi-use trail over the last 5 years. A company project list must be attached to the bid submittal documents.

Attach Company Project List

Attachment A
PEACHTREE CREEK GREENWAY TRAIL
CITY OF BROOKHAVEN, Georgia 30319

PROJECT SPECIFIC SPECIAL PROVISIONS

Included as a part of the ITB and attached are as follows:

- Section 534 – Pedestrian Bridge
- Section 636 – Trail Signage and Post
- Section 900 – Bollards

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 534—Pedestrian Bridge

Add the following:

534.1 General Description

This Specification covers the design, materials, fabrication, transportation, erection, measurement, and payment for a Pedestrian Bridge complete in place.

534.1.01 Definitions

The Pedestrian Bridge is that portion of the bridge above the top of the cap, excluding cheek walls, and consists of a simply supported, open top, steel through-truss span that is compatible with the bridge substructure. The Pedestrian Bridge includes, but is not limited to, helical piers, anchor bolts, bearing assemblies, concrete abutments, retaining walls, form liner, concrete walkways, and pedestrian and bicycle railing.

534.1.02 Related References

A. Standard Specifications

Section 105—Control of Work
Section 106—Control of Materials
Section 500—Concrete Structures
Section 501—Steel Structures
Section 511—Reinforcement Steel

B. Referenced Documents

AASHTO Standard Specifications for Highway Bridges, 34th Edition, 2014 as indicated on the Plans.
AASHTO LRFD Specifications for Design of Pedestrian Bridges, 2nd Edition
AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 7th Edition
American Institute of Steel Construction (AISC), Manual of Steel Construction, 13th Edition.

534.1.03 Submittals

A. Plans

Submit plans, calculations, and specifications to the Engineer for approval prior to beginning fabrication and construction. Sign and seal plans, calculations, and specifications by a registered professional engineer currently licensed to practice in the State of Georgia.

B. Contractor and Fabricator Qualifications

Contractor Must Have a Minimum five (5) years experience in Steel Bridge Fabrication and a minimum of five (5) successful bridge projects, of similar construction, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.

Bridge(s) shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “Major Steel Bridges” as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.

534.2 Design Criteria

A. Geometry

Provide the following:

1. Inside clear width between handrails of 12'- 0" (3.6m), as shown on the Plans.
2. The length as shown on the Plans.

B. Loading

Include the following loads in the design:

1. Self weight.
2. Uniformly distributed load of 85 pounds per square foot (4.07 kN/m²).
3. A moving concentrated load equal to AASHTO H-5 (M2.3) loading; truck only, without impact.

534.3 Materials

A. Structural Steel

Use unpainted structural steel.

Fabricate structural steel in accordance with ASTM A 709 Grade 50W (A 709M Grade 345) for plates and structural shapes, and ASTM A 606 (A 606M) or ASTM A 847 (A 847M) for tubular sections.

Minimum yield strength is equal to or greater than 50,000 psi (345 MPa).

The minimum material thickness for structural steel members shall be in accordance with the provisions of Article 10.8 of the AASHTO Standard Specification for Highway Bridges except that the minimum material thickness of closed structural tubular members is 1/4 inch (6 mm).

B. Concrete

Use Class A concrete placed in accordance with the Plans. (3500 psi @ 28days)

All exposed concrete faces shall have an Form Liner Finish per plans.

C. Composite Steel Floor Deck

Use a galvanized steel composite floor deck with a minimum thickness of .0336 inch (.85mm) (22 gage). Manufacture the composite floor deck by a member of the Steel Deck Institute.

D. Bolts

Bolt field splices with type 3 High Strength ASTM A 325 (A 325M) or ASTM A 490 (A 490M) bolts.

E. Accessories

1. Railing

Use railings with a smooth outside surface without protrusions and depressions. Attach railing forty two (42) inches (1067 mm) above the floor deck in accordance with the AASHTO Specifications. Grind-smooth the ends of all angles that are provided as part of the railing assembly. Use only tubes with closed ends.

2. Toe Plate

Attach a five (5) inch (125 mm) steel channel two (2) inches (50 mm) above the floor deck.

534.4 Construction Requirements

534.4.01 Personnel

General Provisions 101 through 150.

534.4.02 Equipment

General Provisions 101 through 150.

534.4.03 Preparation

General Provisions 101 through 150.

534.4.04 Fabrication

A. Fabrication

1. Workmanship

Perform the fabrication, welding, shop connections, and workmanship in accordance with Section 501 of the Georgia D.O.T. Specifications.

2. Welding

Perform all field welding by certified welders that have in their possession a current welding certification card issued by the Georgia D.O.T. Office of Materials and Research and in accordance with section 501 of the Georgia D.O.T. Specifications.

3. Camber

Fabricate each truss to produce a 1.0% positive camber after all dead loads have been applied.

4. Finish

Sand blast all prominently exposed surfaces of weathering steel in accordance with the Steel Structures Painting Council (SSPC) Surface Preparation Specification No. 6 "Commercial Blast Cleaning".

B. Delivery and Erection

1. Notify the Project Engineer two weeks in advance of delivery of the bridge superstructure unit.

2. Install anchor bolts in accordance with the manufacturer's recommendations.

534.4.05 Quality Assurance

Furnish a warranty against defects in material and workmanship for a period of ten (10) years from the manufacturer.

534.4.06 Contractor Warranty and Maintenance

General Provisions 101 through 150.

534.5 Measurement

This work will be measured for payment on a Lump Sum basis, complete and accepted in place.

534.5.01 Limits

General Provisions 101 through 150.

534.6 Payment

This work will be paid for at the Contract Price per pedestrian bridge complete in place. Payment includes all material (helical piers, structural steel, high strength bolts, composite steel deck forms, concrete, form liner, scored concrete, exposed aggregate, bearing assemblies, anchor bolts, and lights), labor, and equipment necessary to complete the work.

Payment will be made under:

Item No. 534	Pedestrian Bridge (see bid proposal)	Lump Sum
--------------	--------------------------------------	----------

534.6.01 Adjustments

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA SPECIAL PROVISION
SECTION 900 – BOLLARDS**

900.1 General Description

Bollards:

This work consists of the construction and installation of bollards with black and yellow signage. The bollards will be constructed of steel tubular pipe walls, concrete footing, rebar installation and a sand cushion.

Contractor shall install bollards according to the Specifications and Details shown on the Plans, or as directed by the Engineer.

Requirements

1. Bollards shall be constructed of 3/16 inch x 5 in x 5 in tube steel meeting AASHTO M 36M Standards with tube cap. See plans for specifications.
2. Prime Coating: When prime coating is specified, use a tneimic prime coat.
3. Bollard Paint: Bollards shall be painted using 2 coats of said tneimic paint. See plans for specifications.
4. Signs: Bollards shall contain black and yellows on the front and back of each bollard meeting MUTCD standards.

B. Concrete

Concrete used in construction of bollard to meet specifications in Section 500 of the Standard Specifications and shall be Class “b”.

900.3.05 Construction

A. Construction of bollard should proceed as follows:

1. Excavate a 24” diameter hole from the top of the finished grade down 4’-3”.
2. Insert hollow steel pipe into the previously excavated hole such that the bottom of the pipe is 3” from the bottom of the hole. This pipe will have had a 12” long piece of #4 rebar inserted through the walls of the pipe, 4” from the bottom of the pipe. Ensure pipe is placed vertically and maintains a vertical position throughout construction.
3. Fill hole to within 7” of finished grade with “3000psi” Concrete and allow to cure.
4. Lightly tamp 2” of sand onto the cured concrete and construct sidewalk on top of the bollard footing. Sidewalk construction will be paid for separately.

900.4 Measurement

Bollards are measured for payment by the number in place completed and accepted. Concrete trail surrounding completed bollard will be measured and paid for separately.

900.5 Payment

Bollards with black and yellow signage are measured for payment for payment as each. Payment is full compensation for furnishing and erecting in place according to the Plans and Specifications, and for providing materials and concrete, excavating, backfilling, and disposal of surplus materials.

Payment will be made under:

Item No. 900	Bollards with Black and Yellow Signage	Per Each
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**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

SECTION 636 – TRAIL SIGNAGE

900.2 General Description

This work includes fabricating and installing Connects signs according to the details on the Plans and the Manual on Uniform Traffic Control Devices.

Add the following:

Install signage according to the details shown on the Plans and Standard Specifications or as directed by the Engineer.

Requirements:

Use material that meets the requirements of these Specifications and is of the type specified according to the plans.

Specification and Fabrication:

1. See Details in Plans for more information.

Bolts and Assembly

Follow GDOT Specification 910 as written.

Payment will be made under

Item No. 636-1041	SIGNAGE	SF
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SIGN MANUFACTURES

CONTRACTORS MAY CHOOSE ONE OF THE FOLLOWING (OR APPROVED EQUAL)

CAPITAL SIGNS

Phil Panos

5380 Webb Parkway, Lilburn GA 30047

770.564.8582

info@capitalsigns.com

HENRY SIGNS

Cody Gibson

Bids Department Manager / Inside Sales Representative

1030 Parkway Industrial Park Dr. Buford, GA 30518

D: (404) 443-4787

C: (770) 878-4242

cgibson@henrygraphics.com

OPTION SIGNS

Dan Reynolds

Option Signs & Environmental Graphics

165A Tidwell Dr. Alpharetta, GA 30004

770-569-5871

dr@optionsigns.com

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

SECTION 636 – SIGNS POST

General Description

This work includes fabricating and installing Sign Post according to the details on the Plans and the Manual on Uniform Traffic Control Devices.

Add the following:

Install signage according to the details shown on the Plans and Standard Specifications or as directed by the Engineer.

Requirements:

Use material that meets the requirements of these Specifications and is of the type specified according to the plans.

Specification and Fabrication: SEE PLANS

1. See Plans for more information.

Bolts and Assembly

Follow GDOT Specification 636, 911 as written.

Payment will be made under

Item No. 636-	DIRECTIONAL SIGN POST	EA
Item No. 636-	KIOSK SIGN POST	EA
Item No. 636-	REGULATORY SIGN POST	EA
Item No. 636-	DISTANCE MARKER POST	EA