



INVITATION TO BID (ITB)

ITB 18-0901

QT Construction Project

Invitation to Bid Due: December 28, 2018 @ 2:00pm EST.

On Site Pre-Bid Conference will be held at 2:00 p.m. Est., December 13, 2018

Location:

3292 Buford Highway, Brookhaven, GA 300319

Deadline for Questions: December 20, 2018 at Noon

Questions must be directed to:

City of Brookhaven via e-mail: purchasing@brookhavenga.gov

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

Instructions to Proposers

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

Invitation to Bid of:

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Facsimile: _____

Email: _____

Submit Invitation to Bid (ITB) to:
City of Brookhaven Purchasing Office
4362 Peachtree Road Brookhaven, GA 30319

Invitation to Bid (ITB) shall be presented in a sealed opaque envelope with the bid number and name ITB 18-0901 QT Construction Project clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. ONE (1) ORIGINAL PAPER COPY AND ONE DISK/FLASH DRIVE OF THE BID MUST BE SUBMITTED.

SCOPE OF SERVICES

1.0 INTRODUCTION:

The City of Brookhaven has recently acquired former QT Service Station at 3292 Buford Highway, Brookhaven GA. The City intends to convert the existing building to an Emergency Medical Service substation operated by the DeKalb County Contractor AMR. As part of the purchase QT has completed their close out process and received regulatory approval before completing the sale.

1.1 SCOPE:

City of Brookhaven is soliciting a qualified, experienced and Georgia State Licensed Contractor to perform construction work and make the location ready for occupation by AMR. A thorough inspection and evaluation of existing conditions such as Plumbing, Rooftop HVAC Infrastructure, ductwork, flooring and walls including caulking at joints. Are required by all potential contractors prior to preparing and submitting the bids to the City is required.

Main tasks include, but are not limited to

- Preparing necessary plans and obtaining all regulatory permits as necessary. Please note that all permit fees at City of Brookhaven will be waived. Please coordinate with the Project Manager prior to submitting plans.
- Obtaining any needed temporary utility services till occupation by AMR (power, water, Sewer, gas etc.)
- All necessary demolition work and proper disposal
- Construction Dumpsters, temporary sanitary facilities, security and insurance during construction period
- All interior and exterior work as described in the scope
- Parking Striping of existing parking space
- Coordination with Utility Agencies
- Obtaining Certificate of Occupancy

DEMOLITION:

Miscellaneous Allowance Demolition of Existing Conditions

DRYWALL:

30'-0" L.F. of full heights wall to roof deck with R-11 insulation fire-rated wall (1) hour w/fire caulking all penetrations.

Approximately 170'-0" L.F. Interior partition 9'-10" ceiling height with sound batt insulation at conference room and breakroom.

Furr-out approximately 40'-0" L.F.

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ACOUSTICAL:

Approximately 1,240 SQ. FT. of new ceiling grid and ceiling tile where missing.
Approximately 2,060 SQ. FT. of new ceiling tile 2'-0" X 4'-0" flat lay-in with R-11
Insulation above ceiling.

DOORS AND HARDWARE:

(7) new doors 3'-0" X 7'-0" solid core birch veneer doors with HM metal frames.
(7) sets hardware: ADA level type, hinges, door stops, (2) closers, case-goods.
Installation

GLAZING:

Doors: 20D narrow style doors with surface mounted closers, 1/4" clear tempered glass, pull/pull handles.
Replace existing herculite type glass doors with swinging out ADA doors w/pursh/pull handles, chrome finish.

PAINTING:

Paint Walls 9'-10" HT. typical eggshell finish one color.
Paint doors/frames: Quantity: (12)
Paint Ceiling Grid (where ceiling tiles are out)

FLOORING: OFFICE:

Floor prep/skim over existing tile flooring to remain throughout (no work in restrooms)
Approximately 2,200 SQ. FT. of floor prep
Approximately 380 SQ., FT. VCT 12" X 12" X 1/8" in breakroom, server room.
New carpet \$15.00 SQ. FT. allowance for offices/open areas. Approximate 320 SQ. YDS.
Wall base 4" cove base.

MILLWORK:

10'-0" L.F. new plastic laminate countertop with lower cabinets and upper cabinets 30" HT.
standard 4" wire pulls with adjustable shelving in breakroom.

MECHANICAL:

Allowance to rework existing ductwork for new office layout and community center.
Add diffusers and air returns grilles as required for new layout.
HVAC system programming allowance for chiller system.
Programmable thermostats and digital.
A licensed mechanical engineer shall provide suitable design of the HVAC system for ductwork

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layout, diffuser/air return locations and programming requirements for HVAC to remain.

ELECTRICAL: MISCELLANEOUS:

Electrical permits (permit fees are waived at City of Brookhaven)

Engineering drawings for the City of Brookhaven permit

Miscellaneous demo

Lift rental (exterior wall pack lighting and interior work)

ELECTRICAL: OFFICE AREA:

(38) New 2'-0" X 4'-0" T8 Light Fixtures

(2) 3-way light switches

(7) Single pole light switches, (3) ceiling sensors and (2) relay packs

(3) Exit emergency exit lights

(13) Duplex 110V outlets and (5) Telephone/Data stub-ups with pull string

(2) Dedicated outlets GFIC in breakroom for undercounter fridge and microwave/coffee maker

(3) J-box power pole 4 circuit power for workstations in open area

(1) J-box 3 circuit for workstation power

Power poles furnished by the furniture vendor if required

Repair electrical panels and wiring as needed to meet code

(1) sheet fire rated plywood

#6 Copper Ground

(2) Exterior wall packs at façade of building for parking lot

PLUMBING:

Miscellaneous plumbing demo

(1) New Breakroom Sink 24" X 26" stainless steel

Saw cut concrete and patch (To nearby drain connection)

¾" Water supply lines (Copper)

(1) New fiberglass ADA shower enclosure with ADA seat

4" Drain connection to existing plumbing

(1) New 50-gallon hot water tank (replace existing)

Plumbing engineering drawings for Brookhaven

SPRINKLER:

There is no sprinkler system in this building.

MISCELLANEOUS CONCRETE:

Cut in new opening at exterior facade for new double doors into community center

Steel lintel and channels as needed.

Structural engineering drawings/detail as needed

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ARCHITECTURAL PERMIT DRAWINGS:

Architectural permit drawings – design build by qualified Georgia licensed architect. This will include site visit, review of code requirements for occupancy and liquid storage room, all necessary details for construction of the project (wall details, finishes, elevations, etc.) coordination during construction for implementation of design with Contractor and subcontractors. All MEP engineering drawings are included with each trade listed above.

REGUALTORY FEES AND PERMIT FEES:

City of Brookhaven will waive all the permit fees. Contractor is responsible for any other permit fees.

GENERAL CONDITIONS:

Construction clean & haul
Final clean (office area only)
Supervision

REFERENCES:

Please provide three (3) references of work with similar projects such as renovation work, new store/office construction work. You must provide the Company Name, Contact Name, Phone Number and Email Address.

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Time and Liquidated Damages

The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than **75 calendar days**, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

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

Substantial Completion

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

Time is of the Essence

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

General Notes:

1. The Contractor is responsible for calling for utility locations prior to the start of the project. It shall be the Contractor’s responsibility to coordinate his work with any utility owner whom maybe in conflict with his work. No claims will be considered for extra compensation.
2. Any item which must be removed during the construction work and is not specially called for shall be removed by the Contractor. The cost shall be included in the unit cost for the bid items. No claims will be considered for extra compensation.
3. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required as necessary to complete the work in accordance with the plans, specifications as directed, and the terms of this contract. No additional unit costs shall be allowed for clearing, grubbing and/or grading activities unless otherwise specified.
4. All clearing, grubbing and/or grading activities shall be included in the unit cost for other items requested.

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5. Contractor shall coordinate with property owners to ensure they have adequate access to all properties at all times.
6. The general descriptions of each item of work are as described in the Georgia Department of Transportation's standards and specifications, complete and accepted. Any conflicts which might occur during the course of the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.
7. Upon the completion of each project, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the Contractor. The cost for such removal and disposal of such items will be included in the project bid items. No claims will be considered for extra compensation.
8. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Brookhaven, Georgia, Public Works Director or City of Brookhaven, Georgia, Public Works Designee".
9. Working hours are expected to be Monday through Friday, 8:00 A.M. to 5:00 P.M. except where otherwise noted. Lane closures are limited to the hours of 9:00 A.M to 4:00 P.M. No work is permitted on city-observed holidays.
10. Contractor shall have all vehicles marked with their company name.
11. The Contractor will participate in one overall contract pre-construction meeting at Brookhaven City Hall shortly after award of the contract and other meetings as required. The City may at its discretion require meetings between the Contractor superintendent and the Engineer to be held once a week with two-week schedule look-a-heads or additional meetings to ensure project execution.
12. Any quantities of any of the pay items in the bid schedule of the contract that exceed the plan quantities will be installed on an as needed basis, as directed by the engineer.
13. The Contractor will provide video and pictures of the project area before the project begins and after the project is complete. The video and pictures will be provided to the City once it is complete in an acceptable format.
14. The City of Brookhaven will not provide restroom facilities.
15. The Contract shall perform project housekeeping/clean-up daily. A 24-hour contact must be provided to the City of Brookhaven Call Center for all issues as needed in regard to the project for any safety, signage, erosion control, or other emergency as needed.
16. The Contractor's performance will be measured based on the following:
 - Compliance with the Scope of Work
 - Meeting the agreed upon schedule dates
 - Submission of all deliverables as specified
17. The City of Brookhaven reserves the right to award this project to more than one contractor, if it is in the best interest of the City to do so.

This bid will require bonds. Please see bonding documents at the end of this procurement. The City of Brookhaven will only accept one bid per contractor, company or consultant. If more than one is submitted, your bid will be rejected.

INSURANCE REQUIREMENTS

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

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

acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

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

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

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

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

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

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

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

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

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

**TO CONTRACT AGREEMENT
BID SCHEDULE**

Total Base Bid Amount: _____

Total Base Bid Amount in Words: _____

Contractor: _____

Signature: _____

Print: _____

Date: _____

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

BONDING REQUIREMENTS

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

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

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

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

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at

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

(Name of Surety)

(Address of Surety)

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

City of Brookhaven Georgia

(Name of Obligee)

4362 Peachtree Road Brookhaven, Georgia 30319

(Address of Obligee)

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

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

QuikTrip Construction Project

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

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

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

Signed, sealed, and dated this _____ day of _____ A.D.,
20____

ATTEST:

(Principal Secretary)

(SEAL)

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

(Principal)

BY: _____

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

The City of Brookhaven, Georgia
(Name of Obligee)

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

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

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

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

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

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

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

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

Signed, sealed, and dated this _____ day of _____, 2018

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST:

Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed, and dated this _____ day of _____, 2018

ATTEST:

(Principal Secretary)
(Seal)

(Principal)

BY:

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY:

(Attorney-in-Fact) and Resident

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

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

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

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

This _____ day of _____, 20 _____

(Signature) (Seal)

LIST OF SUBCONTRACTORS

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

Company Name: _____

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

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Service Provider(s) Name: _____

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

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

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

E Verify
TM Company Identification Number Date of Authorization

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

Title of Authorized Officer or Agent

Printed Name of
Authorized Officer or Agent

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

DAY OF _____,
201_

My Commission Expires: _____

[NOTARY SEAL]

*or any subsequent replacement operated by the United States Department of Home Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-60.

DRUG FREE WORKPLACE

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

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

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

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

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent
