



**INVITATION TO BID (ITB)  
ITB 19-401**

**ST-09 Ashford Dunwoody/Johnson Ferry Intersection Improvements**

**Mandatory Pre-Bid Conference will be held at 1:00 p.m., August 27, 2019**

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

**Deadline for Questions: September 5, 2019 at 5:00pm EST**

**Questions must be directed to:**

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

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

**Invitation to Bid Due: September 13, 2019 @ 2:00 EDT.**

**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**

**Invitation to Bid (ITB) shall be presented in a sealed opaque envelope with the bid number and name ITB 19-401 ST-09 Ashford Dunwoody/Johnson Ferry Intersection Improvements 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

### **Contract Duration:**

120 calendar days

### **Project Description:**

Project will utilize existing right of way and newly acquired tracts at 2163 Johnson Ferry to improve the Johnson Ferry and Kadleston Way intersections with Ashford Dunwoody Road. Contract will improve the Ashford Dunwoody Rd northbound left turn capacity and overall traffic signal operation. In addition, the right in/right out exit of Oglethorpe Crossing shopping center will be modified, a center median will be installed to prevent southbound left turns and provide for the mid-block pedestrian crossing on Ashford Dunwoody at Kadleston Way and construct pedestrian improvements including pedestrian signal upgrades. Roadway grading will be altered to use surface stormwater conveyances.

### **Scope**

In accordance with the Brookhaven's plans, specifications, Land Disturbance Permit, schedule, and summary of quantities, bidder is to provide unit costs totaling to a bid for the overall project cost.

### **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) calendar days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than **one hundred twenty (120) calendar days** from Notice to Proceed, 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. The Contractor is responsible for notifying all of the affected Property Owners prior to commencement of work with projected schedules of work activities along the frontage of the property.
3. 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.
4. 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.
5. All clearing, grubbing and/or grading activities shall be included in the unit cost for grading complete.
6. The general descriptions of each item of work are as described in the current edition of 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 current edition of 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. Contractor shall have all vehicles marked with their company name.
10. Montgomery Elementary school zone runs from 7:00-8:00 AM and 2:00-3:00 PM Monday-Friday. Marist is 8:10AM start and 3:05 PM Dismissal. Marist Exceptions are 9:10 AM start Wednesdays and 2:30PM dismissal on Fridays.
11. Working hours are expected to be Monday through Friday, 7:00 A.M. to 7:00 P.M, and Saturday 8:00AM to 5:00 PM except where otherwise noted. The worksite is closed outside these limits. Weekday 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. Saturday work shall require a 72-hour advance notification to the project engineer.
12. The Contractor will participate in one overall contract pre-construction meeting at the site shortly after award of the contract and other meetings as required. The City may at its discretion require meetings between the Contractor superintendent and the Engineer to be held once a week or additional meetings to ensure project execution.
13. Two-week outlook schedules will be provided each Friday by 12noon. Special notation of days which will use flagging or other lane closure methods for short-term stationary work (work that occupies a location for more than 1 hour within a single daylight period) between the allowed 9:00 AM to 4:00 PM. MUTCD low volume traffic control methods are prohibited for this project.
14. Contractor shall coordinate with GDOT Traffic Signal Zone 8 Manager Scott Younker, for purposes of managing signal timing during construction and installation of signal equipment to execute the

- contract. Contact info to be provided at preconstruction meeting.
15. 72-hour notice noticed must be posted of any parking restrictions needed to satisfactorily complete phased work as well as individual notice provided to properties with frontages to the work area. In addition, if access to properties is to be impacted, individual notice shall be provided at least 72-hours in advance.
  16. 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. If a pay item in which the contractor believes will exceed the quantity is identified, it must be approved by the engineer prior to installation. City may adjust quantities or execute a contract change order to resolve work to be performed.
  17. 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.
  18. The City of Brookhaven will not provide restroom facilities. The Contractor is expected to provide such facilities for the duration of the project.
  19. 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.
  20. The contractor shall obtain permission from any private property owner on whose property construction equipment may be parked. Failure to obtain permission from property owners may result in citations. Limited space for parking of equipment may be available at city owned parks, depending on the schedule of events at the park.
  21. The maximum allowable time between milling and placing new pavement will be 48 hours.
  22. A material transfer vehicle is not required unless the plant and mix used require one as noted on GDOT's QPL 45.
  23. Traffic signal loops must be reinstalled within 7 days of paving. The contractor must also notify the engineer when traffic loops are removed, and when they are reinstalled.
  24. Temporary striping where required shall follow within twenty-four (24) hours of resurfacing. Permanent Pavement markings must be installed no sooner than 15 calendar days after paving but no later than 30 calendar days after paving. Should the contractor fail to meet these requirements, the City will remove these items from the contract and deduct from the contract any additional costs incurred by the City to complete this work.
  25. Marking tape is permissible for temporary pavement markings on milled surfaces and freshly paved asphalt. All Crosswalks shall be remarked with marking tape IMMEDIATELY upon milling or placement of asphalt.
  26. The pre-marking layout shall be approved by the City prior to temporary or permanent pavement marking.
  27. Manhole and Utility Valve Box Adjustments-It shall be the Contractor's responsibility to note and mark the location of each utility valve box and manhole cover on the streets prior to resurfacing then locate and adjust each of these after resurfacing. Utility valve adjustments may be made with adjustable rings. Manhole adjustments shall be made in accordance with the given utility owner's standard. Adjustments shall be completed within 30 days of paving. High and Early strength Concrete shall be used and protected from traffic for a minimum of 3 days with steel plates, or other measures. In the event an existing casting or structure is found to be structurally deficient, it shall be reported to the engineer for evaluation.
  28. 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
  - Quality of workmanship
29. The Engineer makes the final decision on questions regarding the Contract, including:
    - Work quality and acceptability
    - Manner of performance of the work
    - Drawing and specification interpretation
    - Contract fulfillment
    - Time and progress rate
    - Measurement and payment
  30. The Engineer has the authority to enforce or fulfill an order that you fail to fulfill promptly.
  31. Failure to enforce a Contract part does not waive enforcement of any Contract provision.
  32. The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made
  33. Adjust all proposed valves within the project limits to the prevailing finished grade
  34. Adjust all manhole covers within the project limits to the prevailing finished grade
    - All manholes located within roadways shall be installed with concrete collars and traffic rated manhole frames and covers as per details S-006 and S-008.
    - Unvented/solid manhole covers are to be installed at all locations within the project limits.
  35. Adjust or relocate water meters as necessary. Any meters requiring adjustment or relocations must be upgraded to the approved meter as per DWM requirements. This requires that the contractor contact DeKalb Watershed Management, Engineering & Construction Management Division, in order to obtain an approved meter and retrofit for water meter installations within the project limits.
  36. Field changes during construction must be submitted for review and approval by the County Watershed Management before changes are implemented.
  37. DeKalb County Watershed standards are available online, for free, via:  
<https://www.dekalbcountyga.gov/watershed-management/office-engineering-construction-management-services>
    - To purchase a hard copy of the design standards and detail, please call (770) 414-2383 OR (770) 621-7272.
  38. As-built drawings shall be furnished to DWM at the conclusion of the project in both an electronic and hard copy formats.

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

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

**BID SCHEUDLE**

As part of their submittal, Bidders must provide in their sealed bids a tentative schedule as well as a list and duration of acquiring longer lead time materials for this project including but not limited to:

- Galvanized steel posts
- Solar powered pedestal mounted pedestrian rapid flashing beacons
- Traffic Signal equipment

**BID SCHEDULE**

<b>Pay Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
150-1000	TRAFFIC CONTROL	1	LS		
163-0232	TEMPORARY GRASSING	1	AC		
163-0240	MULCH	10	TN		
163-0300	CONSTRUCTION EXIT	2	EA		
163-0310	CONSTRUCTION EXIT TIRE WASH ASSEMBLY	2	EA		
163-0529	CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	100	LF		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	230	LF		
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	100	LF		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA		
165-0510	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH ASSEMBLY	2	EA		
171-0010	TEMPORARY SILT FENCE, TYPE A	460	LF		
210-0100	GRADING COMPLETE	1	LS		

<b>Pay Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
310-1101	GRADED AGGREGATE BASE CRS, INCL MATL.	450	TN		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	10	TN		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	35	TN		
402-3113	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	350	TN		
402-3143	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2 ONLY, INCL BITUM MATL & H LIME	35	TN		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2 ONLY, INCL BITUM MATL & H LIME	25	TN		
432-0205	MILL ASPH CONC PVMT, VARIABLE DEPTH	4000	SY		
413-0750	TACK COAT	210	GL		
441-0104	CONCRETE SIDEWALK, 4 IN	230	SY		
441-0108	CONCRETE SIDEWALK, 8 IN	110	SY		
441-0300	CONC. SPILLWAY, SPEC DES.	4	EA		
441-0754	CONCRETE MEDIAN, 7 1/2 IN	295	SY		
441-4030	CONC VALLEY GUTTER, 8 IN	90	SY		
441-5004	CONCRETE HEADER CURB, 6 IN, TP 2	160	LF		
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	2010	LF		

<b>Pay Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
444-1000	SAWED JOINTS IN EXIST. PAVEMENT PCC	125	LF		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	15	CY		
603-2181	STN DRUMPED RIP RAP, TP 3, 18 IN	16	SY		
603-7000	PLASTIC FILTER FABRIC	16	SY		
610-6515	REMOVE HIGHWAY SIGN	9	EA		
611-3311	RECONSTR MISC ROADWAY STRUCTURES	4	EA		
611-8055	ADJUST MINOR STRUCTURE TO GRADE	1	EA		
634-1200	RIGHT OF WAY MARKERS	5	EA		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	4	EA		
653-0220	THERMOPLASTIC PVMT MARKING, WORD, TP 1	2	EA		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	1300	LF		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	1400	LF		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	80	LF		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	1400	GLF		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	60	LF		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	130	SY		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	130	SY		
654-1003	RAISED PVMT MARKERS, TP 3	30	EA		
636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	5	SF		



<b>Pay Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
636-1045	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	55	SF		
636-2070	GALV STEEL POSTS, TP 7	75	LF		
647-1000	PEDESTRIAN RAPID FLASHING BEACON INSTALLATION NO. 1	1	LS		
647-1000	SIGNAL MODIFICATION 1 - ASHFORD DUNWOODY AT JOHNSON FERRY RD NE	1	LS		
647-2130	PULL BOX, PB-3	4	EA		
647-6300	LOOP DETECTOR, 6 FT X 40 FT	2	EA		
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	330	LF		
682-9950	DIRECTIONAL BORE - 3IN	180	LF		
700-7000	AGRICULTURAL LIME	6	TN		
700-8000	FERTILIZER MIXED GRADE	1	TN		
700-9300	SOD	1740	SY		
716-2000	EROSION CONTROL MATS, SLOPES	1740	SY		

**Total Bid Excludes City Controlled Contingency**

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

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

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

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

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

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

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

## 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.

## **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 hundred percent (100%) 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:

**ST-09 Ashford Dunwoody/Johnson Ferry Intersection Improvements**

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 \_\_\_\_\_, 2019**

**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.

*(Signatures on Following Page)*

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**ATTEST:**

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

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

(Seal)

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

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

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

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

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

**ATTEST**

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

(Attorney-in-Fact) and Resident Agent

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

(Seal)

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

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

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

**MAINTENANCE BOND**

**CITY OF BROOKHAVEN, GEORGIA**

PROJECT NO: \_\_\_\_\_ DEKALB COUNTY, GEORGIA

BOND NO: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF BROOKHAVEN, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Brookhaven for the Recreation and Parks Restroom Project. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one-year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Brookhaven from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one year from the completion of said construction as set forth in said agreement.

*(Signatures On Following Page)*

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**ATTEST:**

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

(Seal)

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

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

**ATTEST**

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

(Seal)

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

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

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

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

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

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

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

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

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

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

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

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

**CORPORATE CERTIFICATE**

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

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

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

**LIST OF SUBCONTRACTORS**

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

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

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

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

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

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

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

\_\_\_\_\_