



**INVITATION TO BID**

**FOR THE  
RECREATION AND PARKS DEPARTMENT**

**TITLE**

**BRIARWOOD BATH HOUSE REPAIRS**

**BID NUMBER  
ITB 15-080**

**Release of Bid:  
MARCH 20, 2015**

**PRE-BID CONFERENCE/SITE VISIT  
March 30, 2015 @ 10:00 AM  
Lynnwood Recreation & Parks  
3360 Osborne Road NE  
Brookhaven, Georgia 30319**

**No questions after the conference/site visit**

**Bid Due Date  
APRIL 3, 2015 @ 2:00 PM**

**Questions must be directed to:  
City of Brookhaven, Purchasing Manager, Purchasing,  
via e-mail to:**

*[purchasing@brookhavenga.gov/purchasing](mailto:purchasing@brookhavenga.gov/purchasing)*

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**BID FORM**

**TO: PURCHASING MANAGER  
CITY OF BROOKHAVEN  
BROOKHAVEN, GEORGIA 30319**

**Ladies and Gentlemen:**

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Brookhaven, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**TITLE**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Brookhaven in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

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

Bidder \_\_\_\_\_ (Seal)  
Company Name

Bidder Mailing Address:

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By:

Title:

By:

Title:

## BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. City Bid Schedule,
2. Applicable Compliance Specifications Sheets, and
3. Applicable Addenda Acknowledgement, Page 6.

### BIDDING REQUIREMENTS

Interested parties shall submit their completed bid by the date and time designated on the cover sheet to the City of Brookhaven Purchasing Office. The completed bid shall be delivered by mail or in person with the name of firm submitting, address, phone, and primary point of contact. Any bids received after the deadline will be returned to the bidder. It is understood and agreed that this bid shall be valid and held open for a period of thirty (30) days from bid opening date.

The following items will be included in the bid response package.

1. Bid/Evaluation Schedule
2. Signed Bonds
3. SAVE Affidavit
4. The bidder shall provide project references to verify experience completing projects of similar scope.
5. Exhibits A, B, C, D, E need to be included in your bid package.

Omission of any of the above items may disqualify the bidder from competition.

### BID SCHEDULE:

Release of Bid	03-20-2015
Pre-bid Conference	03/30/2015 10:00 a.m.
Deadline for Questions	03/30/2015 5:00 p.m.
Response to Questions	no questions after 03/30/2015
<b>Bid Due Date:</b>	<b>04/03/2015 2:00 p.m.</b>
Anticipated Notice to Proceed:	April 14/2015
Project Completion Date:	05/22/2015

The City of Brookhaven reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Brookhaven.

## **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) \$1,000,000 limit of liability per occurrence 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
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.

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

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 NE, Brookhaven, Georgia 30319  
(Address of Obligee)

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

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

**TITLE**

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

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

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended,



including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

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

ATTEST:

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

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

(SEAL)

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

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

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

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

(Surety)

\_\_\_\_\_

ATTEST

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

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

(Seal)  
(Address)

\_\_\_\_\_

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

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

\_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

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

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

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

Hereinafter called Principal, and

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

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

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

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

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

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

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

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 thereunder 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 thereunder.

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 \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

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

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

(SEAL)

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

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

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

\_\_\_\_\_

(Surety)

ATTEST BY: \_\_\_\_\_  
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 thereunder 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 thereunder.

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 One Hundred and Twenty (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 (5) 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 (1) 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 \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

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

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

(SEAL)

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

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

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

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

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

ATTEST

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

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

(Seal)  
(Address)

\_\_\_\_\_

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

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(Address)

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**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.**

# EXHIBIT A

## SPECIFICATIONS

### Project Description

#### **BRIARWOOD BATH HOUSE**

General conditions, needed repairs and upgrades.

Exterior cinder block with asphalt shingle roof in fair condition.  
Approximately 88' x 27' (2,376 sq. ft.)

- a. Pressure spray clean exterior block removing dirt, stains and mold.
- b. Pressure spray clean sidewalks at pool entrance.
- c. Re-weld security screens at customer service windows.
- d. Repair concession Storage Room door handle and lock.
- e. Prime all metal exterior metal doors and windows with Kilz primer and paint finish with Sherwin-Williams Sher-Color Exterior Architectural paint to match existing color.
- f. Repair minor wood rot on soffit (corners) and paint to match existing color.
- g. Replace to match all damaged roof shingles.

Bathroom Office approximately 25' x 14' (350 sq. ft.).

- a. Remove existing counter/cabinets at service windows.
- b. Design/build "L" shaped laminate counter top and cabinet approximately 18 linear feet by 1.5' to transition to existing service windows. Counter to include storage cabinets, drawers and shelves. City to approach final design before construction.
- c. Pressure spray clean floor.
- d. Repair any minor plywood ceiling disrepairs.
- e. Prepare walls and ceiling to receive Kilz primer.
- f. Paint ceiling and walls with Sherwin-Williams Sher-Color Exterior Architectural, A-100 Latex Gloss - Extra White
- g. Replace ceiling fan and all light fixtures new with safety lens covers.

Men's and Women's Bath both approximately 25' x 11.5' (312.5 sq. ft. each).

- a. Repair any minor plywood ceiling disrepairs.
- b. Pressure spray clean floors.
- c. Tile showers walls to shower threshold with 4" x 4" ceramic tile approx. 133 sq. ft.
- d. Replace new shower fixtures.
- e. Replace all light fixtures new with safety lens covers.
- f. Replace floor drain covers as needed.
- g. Prepare walls and ceiling to receive Kilz primer.
- f. Paint ceiling and walls with Sherwin-Williams Sher-Color Exterior Architectural, A-100 Latex Gloss - Extra White

Men's/Women's Restroom off Pool Deck

- a. Pressure spray clean floor.
- b. Replace light fixtures and exhaust fan.
- c. Prepare walls and ceiling to receive Kilz primer.
- d. Paint ceiling and walls with Sherwin-Williams Sher-Color Exterior Architectural, A-100 Latex Gloss - Extra White

Filter Room

- a. Replace metal doors/frame, 1) 4'4" x 7' and 2) 3'4" x 7' approximately and paint Sherwin-Williams Sher-Color Exterior Architectural, A-100 Latex Gloss - Extra White. Color choice to be selected by the City.
- b. Pressure spray clean cinder block building, stairs and landing to clean and remove debris.
- c. Prepare exterior building block to receive Kilz primer.



- d. Paint exterior building block with Sherwin-Williams Sher-Color Exterior Architectural, A-100 Latex Gloss - Extra White
- e. Repair (re-mortar) steps treads or replace treads and retention wall caps/blocks on stairway.
- f. Remove landing pad and install 4" NDS Speed Channel drain with PVC grates, system to gravity flow to storm sewer.
- g. Pour 4" concrete landing slab with # \_\_\_ rebar on \_\_\_" centers to the end of the filter room chemical storage room.
- h. Clean filter room floors, walls and ceiling to receive standard bathhouse paint system specified in this document (white) on walls and ceiling.
- i. Replace light fixtures new with safety cover lens fixtures.

**TERM:**

The services to be performed under this Contract shall commence on the date hereof. The initial term of this Contract shall be through December 31, 2015. Time is of the essence of this Contract. All contract work must be completed by May 22, 2015.

## EXHIBIT B

### BID/EVALUATION SCHEUDLE

**The City of Brookhaven will expect the bidder to provide the following evaluation criteria. A summary of your experience, and understanding of our goal. Three (3) references of prior completed work, please include the name of the company or business, address, phone or email.**

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Description</b>	<b>Score</b>
1	Understanding of the Project	Offeror clearly demonstrates their understanding of the City's goals of this project including public and community involvement as well as the environmental issues of the site	25
2	Experience	Offeror clearly demonstrates past experience repairing and servicing pools.	30
3	References	Bidder demonstrates ability to meet deadlines, estimate accurately and produce completed work in a timely manner.	45

**Cost of all schedule work**

**Briarwood Bathhouse Proposal Quote**

Line Item Quote

\$ \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND RETURNED WITH BID DOCUMENTS**

**EXHIBIT C**

**IMMIGRATION AND SECURITY FORM**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 contracting with the City of Brookhaven has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland 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. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The [Contractor] further certifies that at the time of the execution of this contract, the [Contractor] employs \_\_\_\_\_ employees.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Brookhaven, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Brookhaven at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

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

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

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**THIS FORM MUST BE SIGNED AND RETURNED WITH BID DOCUMENTS**

**EXHIBIT D**

**Affidavit Verifying Lawful Presence  
Within the United States**

I, (print name), swear or affirm under penalty  
of perjury that *(check one)*:

- I am a United States citizen or legal permanent resident 18 years of age or older;  
or
- I am a qualified alien or nonimmigrant under the Federal Immigration and  
Nationality Act 18 years of age or older lawfully present in the United States.

*Alien Registration Number:*

I am applying for the public benefit of contracting with the City of Brookhaven, Georgia to provide  
products or services.

I understand that this sworn statement is required by law because I have applied for a public benefit. I  
understand that state law requires me to provide proof that I am lawfully present in the United States prior  
to receipt of this public benefit. I further acknowledge that knowingly and willfully making a false,  
fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code  
Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Position Title (if applicable)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Subscribed and sworn to before me on**

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Clerk/Notary Public)

**My commission expires:** \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND RETURNED WITH BID DOCUMENTS**



**EXHIBIT E**

**INVITATION TO BID**

**RECREATION AND PARKS DEPARTMENT**

**BRIARWOOD BATH HOUSE REPAIRS  
RFP 15-080**

**Issue Date: March 20, 2015**

**PROPOSALS DUE: April 3, 2015 at 2:00 p.m.  
Late proposals will be rejected and returned unopened.**

**Information concerning this solicitation may be found at:  
[www.brookhavenga.gov](http://www.brookhavenga.gov)**

**Deadline for Questions: March 30 2015 at 5:00pm**

Questions must be directed to  
City of Brookhaven via e-mail: [purchasing@brookhavenga.gov](mailto:purchasing@brookhavenga.gov)

**Instructions to Proposers**

All spaced below are to be completed and the Proposal Letter on page two must be signed where indicated.  
Failure to sign and return BID Letter may cause rejection of the proposal.

Proposal of:

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

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Submit Proposals to:  
City of Brookhaven Purchasing Office  
4362 Peachtree Road  
Brookhaven, GA 30319