



WILLOW CREEK APARTMENTS STORMWATER PIPE REPLACEMENT

ADDENDUM

Date of addendum issuance: 01/13/2020

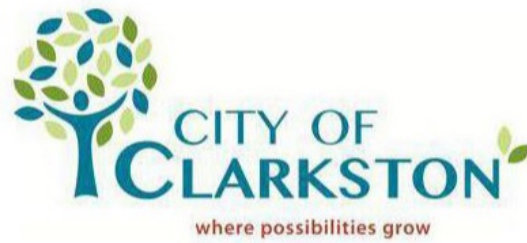
Addendum No.: 1

Description of Addendum:

The following revised Request for Proposal; dated January 13, 2020, shall replace the Request for Proposal released on December 27th, 2019. Various changes have been incorporated into this addendum. All bidders are advised to review these changes.

REVISED - ADDENDUM #1

(1/13/2020)



REQUEST FOR BIDS

(Invitation-to-Bid)

WILLOW CREEK APARTMENTS STORMWATER PIPE REPLACEMENT

CITY OF CLARKSTON

1055 Rowland Street

Clarkston, GA 30021

(404) 296-6489

CITY MANAGER

Robin Gomez

PROJECT ENGINEER / OWNERS REPRESENTATIVE

Collaborative Infrastructure Services

(404) 909-5619

ITB Issuance: December 27th, 2019

**CITY OF CLARKSTON, GA
INVITATION TO BID**

WILLOW CREEK APARTMENTS STORMWATER PIPE REPLACEMENT

The City of Clarkston, Georgia, (“City”) is accepting sealed bids for all material, labor and equipment for the “Willow Creek Apartments Stormwater Pipe Replacement”. The project generally includes replacement of a 36” CMP, headwall and riprap installation and repaving portions of the parking lot and related tasks as shown in the bid documents. Bids shall be on Unit Price Items with a Lump Sum total.

Sealed bids shall be directed to the City of Clarkston, ATTN: Robin Gomez, City Manager, 1055 Rowland Street, Clarkston, GA 30021 until 3:00 PM on January 31st, 2020 at 1055 Rowland Street, Clarkston, GA 30021 at which they will be opened and read aloud. Bids received after that time will not be accepted and will be returned to the bidder unopened. All interested parties are invited to attend the bid opening.

A pre-bid meeting will not be held for this project.

Sealed bids shall be clearly marked as follows; “Willow Creek Stormwater Pipe Replacement”. Each BIDDER must deposit with his bid, a bid bond in the amount of 5% of the submitted bid amount.

No BIDDER may withdraw his bid within sixty (60) days after the date of Bid opening. Each Bidder is required to submit a “Bid Proposal & Addendum Acknowledgement Form”, the “Bid Schedule of Items” and Exhibits B thru I; as identified in the ITB documents available on the city web site.

Award will be made to the vendor submitting the lowest responsive, reliable and responsible bid. The Clarkston City Council reserves the right to reject any or all bids and re-advertise, to waive any informalities or irregularities and to make an award as deemed in its best interest and based on prior experience and/or references. The written bid documents supersede any verbal or written prior communications between the parties

City of Clarkston does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Clarkston Government should be directed to the ADA Compliance Officer R o b i n G o m e z .

All questions regarding the bid documents shall be made via email to the Project Manager; kaiser@co-infra-services.com. The Project Manager will acknowledge receipt of questions. If bidder does not receive acknowledgement, it’s the bidder’s responsibility to contact the Project Manager at 404-909-5619 to ensure questions are received. The deadline to submit questions is 5:00 PM on January 17th, 2020. The City will post “Response to Questions and/or Addendum”, if applicable, on the City web site no later than 5:00 PM on January 23rd, 2020.

CITY OF CLARKSTON, GEORGIA

**BID PROPOSAL FORM and ADDENDA ACKNOWLEDGEMENT
[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**TO: CITY OF CLARKSTON
1055 Rowland Street
ATTN: Robin Gomez**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with CITY, 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:

**Bid Number STORMWATER 2020-1
WILLOW CREEK APARTMENTS STORMWATER PIPE REPLACEMENT**

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 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.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within Thirty (30) calendar days from the Notice to Proceed. If weather or material availability affects the required completion schedule, the CITY will provide a new completion date.

Attached hereto is an executed Bid Bond in the amount of Dollars (\$) (Five Percent of Amount Bid). **Bid Bond Amount to be for the largest bid amount submitted.**

If this bid shall be accepted by the CITY and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the CITY may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond shall be forfeited to the CITY as liquidated damages.

- Bidder acknowledges and has incorporated the following **Addenda** into the bid submittal:

Addendum No.	Date Viewed
_____	_____
_____	_____
_____	_____

Add additional pages as necessary for the Addendum

- Bidder acknowledges that it has read all of the city posted "**Response to Questions**" by checking the following box: YES

*****SUBMITTED BID THAT DOES NOT ACKNOWLEDGE THE **ADDENDUM AND/OR RESPONSE TO QUESTIONS** MAY BE CONSIDERED BY THE CITY AS AN INVALID BID *****

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

Signed, sealed, and dated this _____ day of _____, 20____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____

TO: CITY OF CLARKSTON, GEORGIA

- Pursuant to, and in compliance with your invitation to bid for “Willow Creek Apartments Stormwater Pipe Replacement”, I/We propose to furnish labor and materials, installed as required, for the above-named project, furnishing all necessary equipment, machinery, fuel, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed, according to the full scope of the specifications, with all addendum issued by the City and received prior to the scheduled closing time for the receipt of bids, and in conformity with the requirements of the City of Clarkston and any laws or regulations of the State of Georgia or of the United States which may affect the same, for and in consideration of the bid stated in this proposal.

2. BID SCHEDULE OF ITEMS

ITEM NO.	DESCRIPTION OF ITEM	EST. QTY	UNIT BID	UNIT PRICE	TOTAL FOR ITEM
210-0100	GRADING COMPLETE	1	LS	\$	\$
219-2000	CRUSHED AGGR SUBBASE	60	TN	\$	\$
310-1101	GR AGGR BASE CRS, 4 INCH	100	TN	\$	\$
402-3100	RECYCLED ASPH CONC. 9.5MM SUPERPAVE TYPE I, INCL BITUM MATL, AND H LIME	80	TN	\$	\$
441-4010	CONCRETE VALLEY GUTTER- 4 IN	70	LF	\$	\$
500-3200	CLASS B CONCRETE	2	CY	\$	\$
550-1630	STORM DRAIN PIPE, 36 IN, H 1-10 (CMP)	320	LF	\$	\$
603-2012	STN DUMPED RIPRAP, TP1, 12 IN	60	SY	\$	\$
603-2997	FILTER BLANKET	20	SY	\$	\$
643-8210	WOOD FENCE	280	LF	\$	\$
643-1153	CHAIN LINK FENCE , 6 FT	70	LF	\$	\$
668-0811	CONCRETE HEADWALL	1	EA	\$	\$
700-0001	GRASSING	0.1	AC	\$	\$
702-0553	LIGUSTRUM SINENSIS VARIEGATA	40	EA	\$	\$
NA	CONSTRUCTION CONTINGENCY	1	LS	\$ 5000.00	\$ 5000.00
				TOTAL	\$
				BID:	

WRITTEN TOTAL BID – TYPED OR IN INK

In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount in words will be controlling.

3. UNCERTAINTY OF QUANTITIES

A. The quantities shown in the bid package have been determined from field inspections, and, coupled with the specifications, provide adequate accuracy and detail for a lump sum bid. The work under certain items may be materially greater or less than those given in the bid document in order to complete the contemplated project. The unit prices submitted shall be applicable whether the final project quantities increase or decrease.

B. Under the Contract, the City of Clarkston reserves the right to increase or decrease the scope of the work as shown in the bid. The submitted unit prices shall remain the same regardless of whether the bid quantities increase or decrease

C. Only such quantities of the items of work actually performed and accepted will be paid for.

4. INSTRUCTIONS TO BIDDERS

A. The Total Bid price of this proposal includes all work indicated on in the bid package.

B. Bids must be submitted in sealed envelopes addressed to the City of Clarkston; **ATTN: Robin Gomez, City Manager; “Willow Creek Apartments Stormwater Pipe Replacement”**

C. In submitting this Bid, Bidder’s agree to hold their bid open for 60 days after the actual bid opening date.

D. Bids shall be submitted only on the prepared forms furnished by the City for this specific project. Any bid showing any omission, alteration in form, additions not called for, and any conditional bids, alternate bids or bids showing irregularities of any kind will be rejected. Any bid received after the scheduled closing time for bid receipt will be returned to the bidder unopened.

E. The City reserves the right to waive technical defects in the bids, to reject any bids which do not conform to the terms and conditions described herein including any references checks where owners provide evidence of poor performance, and to accept or reject any part of any bid, and to reject all bids and to again invite bids.

F. Bidders shall complete all documents identified in this bid package and submit with the bid.

G. Addendum Form must accompany the Bid Form and regardless of the Issuance of any Addenda, must be included in the bid submittal.

H. Bidders are not required to be GDOT pre-qualified. If not GDOT pre-qualified, the city will require a minimum of 2 city or county references performing similar work tasks in the past.

5. CONTRACT AWARD

A. For purposes of Award, consideration will be given only to proposals submitted by qualified and responsible bidders, as determined on the basis of successful completion of similar stormwater maintenance improvements and drainage projects.

B. Subject to the rights reserved to the City of Clarkston, the Award will be made on the basis of the lowest Total Bid, which is the summation of all the bid items. To be considered a qualified bidder, the satisfactory completion of the required Certificates and Forms, previous experience on similar projects and reference checks will be assessed. Bids must be made on each separate item of work shown in the bid proposal form, with reasonable relation to the probable cost of doing the work included in such item.

C. Within thirty (30) days after the opening of the bids, the City intends to accept one of the bids or reject all bids. Notice of Award will be in writing and mailed to the address designated in the proposal or emailed. The notice shall contain appropriate instructions regarding all bonds and certificates of insurance that may be required.

6. CONTRACTORS INSURANCE REQUIRED

The contractor must carry insurance under which the City is named as an assured, as follows:

A. Worker's Compensation – as required by State Statute

B. Commercial Liability as follows:

- \$500,000 Property Damage (Each Person)
- \$1,000,000 Property Damage (Each Occurrence)
- \$1,000,000 Public Liability (Each Person)
- \$1,000,000 Public Liability (Each Occurrence)

In addition, the Contractor shall secure 'all risk' type builders risk insurance for work to be performed, and the amount of such insurance shall not be less than the Contract Price. The policy shall cover not less than the losses due to fire, explosion, vandalism, and malicious mischief during the contract time and until the work is accepted by the City.

C. Automotive Liability: \$1,000,000 Combined Single Limit Bodily Injury & Property Damage

Such insurance identified in the aforementioned must be by insurance companies licensed to write such insurance in the State of Georgia against the above risks and in the amounts indicated. All insurance must provide for a thirty (30) day notice to the City of Clarkston of cancellation or restricted amendment.

Certificates of Insurance do not have to be submitted as part of the bid; however they must be submitted to the Owner's Representative within ten (10) days after the Notification of Award. Failure to provide and to keep current the required insurance and certificates may be held to be a willful and substantial breach of this contract.

7. INDEMNIFICATION

The contractor shall at all times indemnify and hold harmless the City of Clarkston, Georgia, and its respective officers, agents and employees on account of any and from any and all claims, damages, losses, judgments, workman's compensation payments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the City of Clarkston or (b) the Contractor, his subcontractors or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions, or neglect of the Contractor or his subcontractor or by reason of his or their use of faulty, defective, or unsuitable materials, tools, or equipment of defective design in constructing or performing the work. The Contractor further undertakes to reimburse the City of Clarkston for damage to property of the City of Clarkston caused by the Contractor or his employees, agents, subcontractors or by faulty, defective, or unsuitable material or equipment used by him or them.

8. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE

In compliance with the Georgia Security and Immigration Compliance act of 2006 Act 457, Section 2 of Senate Bill 529, Chapter 300-10-1 (O.C.G.A. 13-10-91), all contractors must comply with the above mentioned State of Georgia regulations by completing the provided affidavits relative to contractor and subcontractor stating affirmatively that the contractor and any subcontractors are registered and participating in a federal work authorization program. All applicable affidavits have been included with this bid package and must be signed and provided with the bid submission.

9. CONTRACTOR'S PAYMENT SCHEDULE

All of the work shall be performed according to the documents enclosed within the bid package and shall be inspected and approved by the City's Representative prior to any payments for the work. Progress payments will be made for work completed. No payments will be made for material alone. The final payment will be contingent

upon completion of final cleanup and completion of punch list items.

10. MATERIALS AND CONSTRUCTION STANDARDS

All materials incorporated in the work are to meet the standards of the Georgia Department of Transportation. All material and workmanship shall be subject to examination by the City's Representative at any and all times during construction.

11. EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

The Contractor and all subcontractors agree to provide equal opportunities to all qualified persons solely on the basis of job-related skills, ability and merit, and to take affirmative action to ensure that qualified applicants are employed and that employees are treated during their employment without regard to race, color, religion, gender, national origin, ancestry, age, physical disability, or marital status. Contractors and subcontractors shall make good faith efforts to comply with all Federal and State and local laws.

PROJECT DESCRIPTIONS AND WORK SCOPE/SPECIFICATIONS

GENERAL

The Project generally consists of replacing a deteriorated 36" CMP pipe between the parking lot of two apartment complexes on Smith Street (at Willow Creek Apartments) and installing riprap around the outlet of the pipe, installation of 6-foot privacy fence between the two properties, repaving the parking lot and re-establishing vegetation (grass and bushes).

The Contractor shall furnish all labor, materials, supplies, equipment, fuel and other appurtenances necessary and proper, for project completion. The maps and details contained in this bid package are intended to adequately describe and illustrate the materials and work necessary to complete the project. However, it is incumbent upon Bidders to fully apprise themselves of site conditions, through on-site inspection, if necessary. The City assumes that Bidders have adequately appraised themselves of the scope of the work, and assumes no risk if Bidder (s) fail to do so. Refer to Exhibit "A" for approximate project limits and photos of the site.

DETAILED

Contractors will be responsible for effecting work according to normal and acceptable practices typical of drainage and stormwater infrastructure maintenance improvements. The following specification elements are provided to cover the requirements for each individual project improvement, as they may apply. The bidders shall take note this project will occur in an "active" parking lot with consideration given to this condition.

1. GRADING COMPLETE

The work under this item includes the following: all grading, excavation, removal of asphalt, concrete, existing CMP, wood and chain link fence, any unsuitable fill material, all related construction debris, removal of three trees and the vegetation in the ditch area as necessary, (to allow for construction of the riprap outlet protection) and excavation /removal of sediment from existing grate inlet. It shall also include Construction Ahead signs placed on both ends of Smith Street no less than 350 feet from the construction entrance area. and all barricades/cones/related construction zone equipment/materials required in the parking lot to ensure the safety of the public is provided during the culvert replacement and partial parking lot reconstruction. Clean soil should be used if the existing backfill material is not suitable. The Construction Inspector will determine the suitability of the backfill material.

2. CRUSHED AGGREGATE SUBBASE

Subbase material for under the CMP shall be #57 crushed stone.

3. GRADED AGGREGATE BASE

Subbase material for asphalt shall be minimum of 4 inches, compacted to 100% standard proctor. Upper 12 inches of subgrade to be compacted to 98% of max density as prescribed by standard proctor.

4. WOOD FENCE

All lumber material used are to be pressure treated pine wood. Posts are to be 4 in. X 4 in., horizontal rails to be 2 in. X 4 in. X 8 ft. and the pickets to be 5/8 in. X 5-1/2 in. X 6 ft.

Dog-eared style, set side by side. This line item shall also include one coat of stain on both sides of the fence. Color and brand of the stain to be determined later.

PROPERTY PROTECTION, PAVEMENT RESTORATION & FINAL CLEANING

Any property damaged outside the limits of the construction and/or on private property shall be restored to its original condition at the Contractor's expense. Road pavement, curbing, mail boxes, lawns, fences, stone walls, shrubs, trees, etc damaged by the Contractor shall be replaced/repared to the City's satisfaction. Prior to final inspection by the Owner's Representative, the Contractor shall provide final cleaning of the project area.

MATERIALS AND CONSTRUCTION STANDARDS

All materials are to be in conformance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All construction, materials and workmanship shall be subject to inspection and examination by the Owner's Representative at any and all times during construction.

GUARANTEES & WARRANTIES

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of substantial completion of the project.

CONSTRUCTION CONTINGENCY

The construction contingency budget of \$5000.00 shall be used only with the City's approval and any unspent funds are credited at the end of the project.

PRE-CONSTRUCTION MEETING & WORKING HOURS

A pre-construction meeting must be held with the City's inspector prior to the start of the construction. The inspector must also be notified 24 hours prior to the start of construction.

Unless otherwise specifically permitted, no work shall be done between the hours of 6:00 PM and 7:00 AM or on weekends or legal holidays, except as necessary for the proper care and protection of the work already in progress or already performed.

TRAFFIC CONTROL

Traffic control is required for loading / unloading of materials at the project site. This includes all construction zone barricades/cones in the parking lot. The cost of flagmen and signs/barricades/cones are to be included in Grading Complete line item.

TEMPORARY CONSTRUCTION EASEMENTS

The City will obtain the required easement on private property to allow this work to occur.

UTILITIES

The Contractor shall notify Georgia 811 "CALL BEFORE YOU DIG" to verify all utility locations, depths, and sizes prior to construction. The Contractor shall make his own investigations of the extent and location of utilities, and shall plan his operations accordingly. The Contractor shall include all costs of this work in the Bid. No additional payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. No claims for any delays, damage or extra work occasioned thereby will be allowed.

There is a Dekalb County Sewer line that runs the length of the Willow Creek Apartments' parking lot parallel to the stormwater line. The contractor shall identify the location, and take precautions working in the proximity of the sewer line. A Ga. Power guy wire could also be impacted with culvert replacement.

EROSION AND SEDIMENTATION CONTROL

Sediment and erosion control practices shall be implemented according to the Georgia Erosion and Sedimentation Act and Georgia Environmental Protection Division.

EXHIBIT A



CONCRETE SPILLWAY LAYOUT



Approximate Limits of Asphalt Re-paving

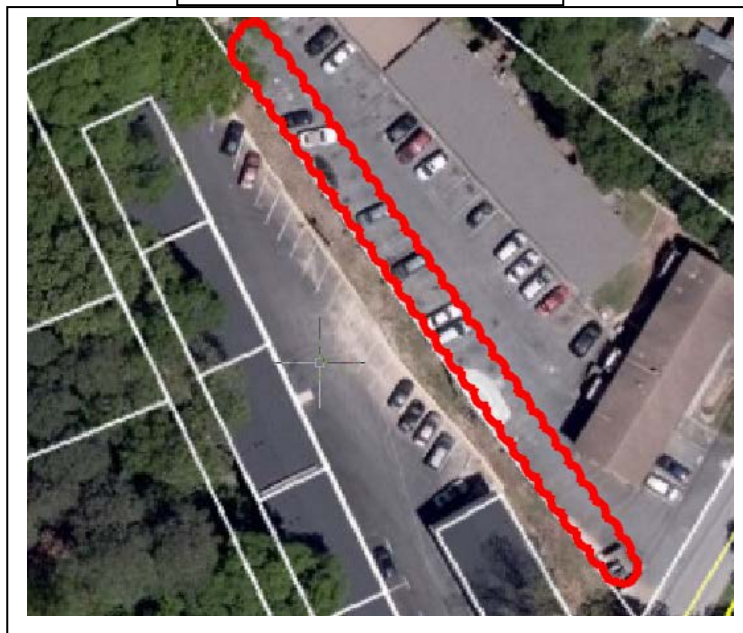


EXHIBIT B

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID BOND

CITY OF CLARKSTON, GEORGIA

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (hereinafter referred to as the "CITY" (Name and Address):

City of Clarkston
1055 Rowland Street
Clarkston, GA 30021
ATTN: Robin Gomez

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the CITY, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title:

Signature and Title:

(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title:

Signature and Title:

Note:

- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
- (2) Any singular reference to Bidder, Surety, the CITY or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the CITY upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the CITY) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The CITY accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the CITY) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the CITY; or
 - 3.3 The CITY fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the CITY, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the CITY and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

EXHIBIT C
[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

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, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and 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)
(Signature)

EXHIBIT D

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

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 subcontractor(s):

Company #1

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #2:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #3:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

EXHIBIT E

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

STATE OF GEORGIA

CITY OF CLARKSTON

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 has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

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, contractor will secure from such subcontractor(s) similar verification of compliance with OCGA § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto bid package. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date

Print Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201_

Notary Public
My Commission Expires:

EXHIBIT F
[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

STATE OF GEORGIA

CITY OF CLARKSTON

SUB- CONTRACTOR E-VERIFY

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 has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned agrees that they shall be in compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08. Sub-contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY at the time the Contractor is retained to perform contact services with the CITY.

EEV / Basic Pilot Program User Identification

Number BY: Authorized Officer or Agent

Date

Print Sub- Contractor Name

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 201_

Notary Public
My Commission Expires: _____

EXHIBIT G
[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]
DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with CITY officials/employees or Owner's Representative (Collaborative Infrastructure Service employees).

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

Name and the official position of the CITY Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named CITY Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 12 months) by the CITY and your relation:

EXHIBIT H

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative

or _____

whose address _____

and it is also that:

1. The provisions of Section 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; and,
2. A drug-free workplace will be provided for the sponsor’s employees during the performance or the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with _____
_____ certifies to the SPONSOR 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 the Official Code of Georgia Annotated Section 50-24-3; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date: _____

Signature: _____

EXHIBIT I

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUESTIONNAIRE

*****ALL QUESTIONS MUST BE ANSWERED THOROUGHLY BY THE BIDDER. DO NOT LEAVE ANY QUESTION BLANK. MARK N/A IF NOT APPLICABLE. FAILURE TO THOROUGHLY ANSWER ALL QUESTIONS MAY RESULT IN DELAY OF CONTRACT OR DISQUALIFICATION OF THE BIDDER. *** PLEASE RETURN COMPLETED QUESTIONNAIRE WITH THE BID SUBMITTAL**

○ **GENERAL INFORMATION**

- How many years has your organization been in business as a Contractor performing roadway construction?

- State the true and exact, correct, and complete name under which you do business.

- How many years has your organization been in business under its present name? _____

- Under what other or former names has your organization operated? _____

- State the true and exact, correct, and complete address of facility where service will be provided from.

○ **EXPERIENCE**

- Briefly describe the nature and contract value of projects typically executed by your organization.

-
-
- On a separate sheet, list a minimum of two projects that you have completed similar in type, size, and nature as the one proposed. Preference should be given to county/state/federal projects. Provide the following information for each project:

- Name of Project: _____

- Owner: _____

- Contact and Phone Number: _____

- Address: _____

- Engineer _____

- Contact and Phone Number: _____

- _____

- Address: _____

- _____

- Date Started: _____

- Date Completed: _____

- Project Superintendent: _____

- Value of Contract: _____

- Description of Project: _____