



**SPLOST-06
MONTREAL ROAD – NORTH INDIAN CREEK
PEDESTRIAN IMPROVEMENTS**

BID DOCUMENTS

For

CITY OF CLARKSTON, GA

Date of Bid Document Issuance

October 3rd, 2018

**CITY OF CLARKSTON
MONTREAL ROAD – NORTH INDIAN CREEK
PEDESTRIAN IMPROVEMENTS**

The City of Clarkston, Georgia (“City”) will receive **sealed** Bids for all material, labor, equipment and services to successfully accomplish the following work: “*Montreal Road – North Indian Creek Pedestrian Improvement - SPLOST 06*”. This work entails demolition and new construction of specific sidewalk sections and ADA ramps, driveway striping, utility adjustments, grading and all related materials. Bids shall be on unit price basis. Project is 100% funded with City SPLOST funding.

The project shall be Substantially Complete within **60 calendar days** from the date of notice to proceed with performance of the contract. Liquidated damages of \$250 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the **60 calendar days; except for quantifiable weather events**

The Bidding Documents and Specifications are only available for review and download at the City of Clarkston website <http://www.clarkstonga.gov>.

The City will receive bids until 3:30 PM; October 26th, 2018 at City of Clarkston Annex, 1055 Rowland Street, Clarkston, GA 30021; ATTN: Dan Defnall, Finance Director. Bids received after that time will not be accepted. Bids will be opened and publicly read aloud in the City Annex on October 26th, 2018 at approximately 3:35 PM. A pre-bid conference will **not** be held.

A bid bond is not required.

Payment & Performance Bonds will not be required on this project. In lieu of the Payment Bond, the City will require a “lien release” from the contractor stating that all subcontractors have been paid for work performed.

All questions regarding the bid documents shall be made via email to City Project Engineer; Larry Kaiser, PE, Project Manager at kaiser@co-infra-services.com. The deadline to submit questions is no later than 5:00 PM; October 17th, 2018. The City will post all “Response to Questions and/or Addenda”, if applicable, on the city web site; www.clarkstonga.gov. The City Project Engineer will acknowledge receipt of questions via email.

The contractor must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. If the contract is awarded, it will be awarded to the lowest responsive bidder whose proposal shall have met all the prescribed requirements.

Bids may be held by the City for a period not to exceed sixty days (60) days from the date of the opening of the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, including investigating the financial stability of the bidders and their demonstrated ability to perform satisfactorily, prior to awarding the contracts.

NOTICE TO CONTRACTORS

The City of Clarkston, Georgia (“City”) will receive **sealed** Bids for all material, labor, equipment and services to successfully accomplish the following work: “**Montreal Road – North Indian Creek Pedestrian Improvement - SPLOST 06**”. This work entails demolition and new construction of specific sidewalk sections and ADA ramps, driveway striping, utility adjustments, grading and all related materials as shown on the Project Location Maps provided in the bid package. Bids shall be on unit price basis. Project is 100% funded with City SPLOST funding.

The project shall be Substantially Complete within **60 calendar days** from the date of notice to proceed with performance of the contract. Liquidated damages of \$250 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the **60 calendar days; except for quantifiable weather events**

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The **Bidder** is **required** to submit the **Bid Proposal** with each part signed accordingly and the following:

1. Completed **Bid** Proposal Form Page
2. Non-collusion Affidavit of Prime **Bidder**
3. Non-collision Affidavit of Subcontractor
4. Certification by Contractor of Non-Segregated Facilities
5. Certifications
6. Conflict of Interest
7. Immigration and Security Form
8. Certification/Drug Free Work Place
9. Subcontractors Notification List
10. Notice to Contractors
11. Fair Hiring Practices Affidavit
12. Completed **Bid** Schedule of Items (Exhibit A)

Two (2) hard copies of the above Items #1- 12 are to be submitted with the bid

All **Work** performed for this project will be in accordance with the Georgia Dept. of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems, 2001 Edition, and any modifications identified in the **Bid** or Contract document.

The **Bidder** shall be responsible for performing with his own organization at least **Sixty percent (60%)** of the **Work** in this contract. The **Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the

contract or any portion thereof, without the written consent of the CITY.

The **Bidder** is **not** required to be pre-qualified with the Georgia Department of Transportation in order to submit a bid on this project.

Retainage will not be required on this project. The final invoice submitted for payment will be held until all punch list items are resolved. The city will prepare a punch list within 5 days after contractor notifies the city that the project is complete. The city will pay the final invoice within 15 days after the punch list is completed.

Bidder shall possess a current Utility Contractors License with the Georgia Secretary of State.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

The City of Clarkston reserves the right to reject all **Bids** and to waive formalities. Any claims for cost incurred by any **Bidder** in preparation of any part of or total package for this project will not be considered for reimbursement by City of Clarkston.

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the following address:

Collaborative Infrastructure Services, Inc.

Attn: Larry Kaiser, P.E.

Phone: (404) 909-5619

Email: kaiser@co-infra-services.com

TORT IMMUNITY:

No officer, employee, or agent of the City of Clarkston acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with City interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the City if officially requested, to be audited by a designated City auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

BID PROPOSAL (page 1 of 2)

Proposal of _____ (hereinafter called "**Bidder**"), a contractor organized and existing under the laws of the State of Georgia, *an individual, a corporation, a partnership doing business as: _____ :

TO: City of Clarkston
(Hereinafter called "**CITY**")

The **Bidder** in compliance with your Notice to Contractors and all Bidding Documents for the following work:

Furnishing all materials, labor and equipment to undertake demolition of existing sidewalks, catch basins and sidewalk ramps and construct new sidewalks, ADA ramps, catch basins, driveway striping utility adjustments, grading and all related materials associated with the Montreal Road – North Indian Creek Pedestrian Improvement Project - SPLOST 06’.

Having examined the plans and specifications with related documents and the site of the proposed **Work**, and being familiar with all of the conditions surrounding the construction of the proposed projects, including the availability of materials and supplies to construct the projects in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with City of Clarkston to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Work**. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

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 further proposes and agrees hereby to promptly commence the **Work** with adequate force and equipment within (5) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the project **60 Calendar Days from the Notice to Proceed Date**, or as may be specified by Special Provisions.

Bidder assumes the responsibility to include all addenda provided by the City of Clarkston prior to submittal of his **Bid**, and accepts that failure to acknowledge receipt of each and every addendum individually is grounds for finding the **Bid** non-responsive. **Bidder** hereby acknowledges receipt of the following addenda:

The **Bidder** declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of **Work** be increased, the undersigned proposes to do the additional **Work** at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price **Bid** and will make no claim for anticipated profits for any decrease in the quantities, and that actual completed, final

quantities will be determined upon completion of **Work** and acceptance by the **CITY**, at which time adjustment will be made to the Contract amount by direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing **Bid** as contractors are named as follows:

City of Clarkston,

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

Bidder: _____

(Company Name)

By: _____

Title: _____

Mailing Address:

CERTIFICATION BY CONTRACTOR
Regarding
NON-SEGREGATED FACILITIES

The **Bidder** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Bidder** agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Bidder** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Bidder (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

City of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
2. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Clarkston or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____(Print)

Title _____(Print)

Subscribed and Sworn to before me
this _____ day _____ 20__ .

(SEAL)

Title

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

City of _____)

_____, being first duly sworn, deposes
and says that:

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
2. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Clarkston or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____(Print)

Title _____(Print)

CERTIFICATIONS

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of City of Clarkston, elected officials of the City or the consultant, CIS. Inc. nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of the CITY, elected officials of the CITY or consultant.

Also, by signing and submitting this Contract, I hereby certify that I will notify City of Clarkston through its City Manager of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract with a family member of the elected officials or staff of the City of Clarkston. Additionally, I shall notify the City Manager of any financial contributions to any current CITY elected official as either a campaign contribution or any other non-political contribution

Contractor

(Signature)

Name of Signer

Title of Signer

Date

IMMIGRATION AND SECURITY FORM

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the **contractor and its subcontractors** have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor.

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia City of Labor set forth at Rule 300-10-1-.01 et.seq.

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 City of Clarkston, Georgia 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 Dept. of Homeland Security or any equivalent federal work authorization program operated by the United States Dept. of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

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 City of Clarkston, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Dept. of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to City of Clarkston, Georgia at the time the subcontractor(s) is retained to perform such service.

Signature

Title

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email: _____

Employer Identification Number: _____

Date of Authorization: _____

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative or _____
_____ whose address is _____
_____ 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: _____

SUBCONTRACTORS NOTIFICATION LIST

Required information on Subcontractors doing work in the City of Clarkston.

Please list any Subcontractors, the address, State of Georgia License number, scope of work and start date, and percent of work assigned for each Subcontractor proposed to perform work on this project

General Contractor/Developer: _____

License Number: _____

Subcontractor: _

License Number:

Start Date: _

Scope of Work:

Percent of Work: _

Subcontractor: _

License Number:

Start Date: _

Scope of Work: _

Percent of Work: _

Subcontractor: _

License Number:

Start Date: _

Scope of Work: _

Percent of Work: _

Subcontractor: _

License Number:

Start Date: _

Scope of Work: _

Percent of Work: _

Subcontractor: _

License Number:

Start Date: _

Scope of Work: _

Percent of Work: _

FINAL AFFIDAVIT

TO: CITY OF CLARKSTON,

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by _____ or any of his Subcontractors in connection with the construction of _____

_____ in CITY OF CLARKSTON have been paid and satisfied in full as of _____ 20_____.

there are no outstanding obligations or claims of any kind for the payment of which City of Clarkston on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature : _____

Title : _____

Personally appeared before me this _____ day of _____, 20_____.

_____, who under oath deposes and says that he is of the firm of _____ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public _____

My Commission Expires _____

Date _____

NOTICE TO CONTRACTORS

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the State Dept. of Transportation relative to nondiscrimination in Federally-assisted programs of the State Dept. of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor may be required to provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Dept. of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Dept. of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of the contract, the State Dept. of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to
 - a. City withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Dept. of Transportation of the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor has read and hereby agrees to “COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964” as identified in the aforementioned:

Name: (print) _____

Signature: _____

Title (Owner): _____

Date: _____

Witness: (print): _____

Witness (signature): _____

Notary Public: _____

Date: _____

Seal:

STATE OF GEORGIA
COUNTY OF DEKALB

VENDOR AFFIDAVIT OF COMPLIANCE WITH
CITY OF CLARKSTON FAIR HIRING PRACTICES

COMES NOW _____, (“Affiant”).
Affiant hereby declares the following under oath:

- 1) Affiant is an owner, principal, manager or agent authorized to bind the vendor doing business as _____ (“Vendor”).
- 2) For so long as Vendor and the City are engaged in a “Covered Contract” as defined by the City’s Fair Hiring Practices Ordinance (#16-401), Vendor agrees to:
 - a. Omit from any printed or on-line employment application used by Vendor any inquiry regarding the criminal history of the applicant;
 - b. Refrain from making any inquiries regarding an applicant for employment’s prior criminal arrests or convictions until and unless Vendor makes a contingent offer of employment to such applicant;
 - c. Refrain from publishing any information regarding a job that states or implies that an individual’s criminal history automatically disqualifies him/her from consideration for the job;
 - d. Consider all applicants for employment, regardless of criminal history; and
 - e. Refrain from taking any adverse employment action against an individual based on his/her criminal history unless Vendor simultaneously notifies the individual in writing that such adverse action was based on his/her criminal history.
- 3) Vendor agrees to submit a copy of its employment application form to the City prior to beginning work under the “Covered Contract.”
- 4) Vendor agrees to submit a sworn written affirmation of compliance with the City’s Fair Hiring Practices Ordinance to the City along with each invoice or application for payment under a “Covered Contract.”

FURTHER AFFIANT SAYETH NOT.

This _____ day of _____, 20_____.

VENDOR:

Title _____

WITNESS:

Notary Public

SPECIFICATIONS & GENERAL CONDITIONS

- (a) The **Contractor** shall promptly commence the Work with adequate force and equipment within FIVE (5) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within **60 CALENDAR DAYS FROM NOTICE TO PROCEED** or as may be specified by Special Provision. Liquidated damages of \$250 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the **60 calendar days**.
- (b) **Prime contractor is required to self-perform a minimum of 60% of the total bid amount.**
- (c) Comprehensive General Liability and Automobile Liability insurance required covering Contractor's operations with a combined single limit of not less than \$3,000,000.00 for bodily injury and property damage. Said liability insurance policies shall name the City as additional insured.
- (d) Worker's Compensation insurance required covering all employees of Contractor or any subcontractor engaged in performing the services required by this Agreement as required by Georgia statute, and Employer's Liability insurance of not less than the minimum requirement of \$500,000.
- (e) CITY will not issue a NTP to the selected contractor until insurance and workman's compensation certificates are received.
- (f) Traffic & Pedestrian Control shall be performed in accordance with the MUTCD. A traffic control plan shall be provided to the CITY for approval 1 week prior to work commencement.
- (g) **This project requires that pedestrian access on Montreal Road and North Indian Creek be available within the project limits during the entire project duration. Traffic and pedestrian control plans submitted to CIS, Inc. shall reflect an implementation plan to ensure this is adhered to.**
- (h) High early strength concrete shall be used for all sidewalk work. Concrete shall not be available for at least six (6) hours or until which time the concrete has "set" to allow pedestrian use without damage to the surface of the recent concrete pour. Condition (g) above must be adhered to as the concrete curing process occurs.
- (i) At no time during the project construction shall any pedestrian path within the project limits not be a hard surface at the conclusion of each work day.
- (j) The Contractor shall notify the CIS, Inc. three (3) business days prior to beginning Work.
- (k) Demolition cost for removal of existing asphalt, sidewalks, concrete slabs, including placement of soil backfill, shall be included in the price for Grading Complete – Lump Sum and no additional payment will be made. Saw cut and remove all existing concrete driveways or curb and gutter and existing asphalt at curb ramps or at driveways shall be included in the bid price for Grading Complete – Lump Sum and no additional payment will be made.
- (l) Starting work constituent's acceptance of the conditions under which work is to be performed. After such acceptance, the contractor shall at his expense be responsible for correcting all unsatisfactory and defective work resulting from such unsatisfactory conditions for a warranty period of 1 year.
- (m) All dimensions on the mapping shall be verified and measured by the contractor before initiating work. Any discrepancies shall be brought to the attention of Larry Kaiser, P.E.; Collaborative Infrastructure Services, Inc. (404-909-5619).
- (n) Contractor shall furnish and maintain all necessary barricades around the work and shall provide protection against water damage and erosion. Sufficient lights, signs and traffic control methods shall be installed for the protection and safety of the public and maintained as necessary throughout the duration of the construction project. All signage and traffic control shall conform to the 2010 Manual of Uniform Traffic Control Devices (MUTCD).

- (o) Location of all new construction items shall be field verified by the contractor and approved by Collaborative Infrastructure Services prior to placement.
- (p) Utilities shown on the maps are for informational purposes only and no actual underground locations were performed. Contractor shall investigate and draw his own conclusions regarding locations, depths, sizes and types. Any damage to existing utilities shall be at the sole expense of the contractor.
- (q) When construction begins on this project, the Contractor will be required to continuously pursue the Work without interruption to the completion of each stage of Work.
- (r) The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his Work.
- (s) Georgia law requires that a telephone call or adequate notice must be given to the Utilities Protection Center (UPC) at 811 a minimum of three (3) days before Work is to begin. The notice will remain in effect for 10 Working days from the date the Utilities Protection Center is notified.
- (t) The Contractor is required to adjust all water utility infrastructure in accordance with DeKalb County Watershed requirements. All notifications and coordination with DeKalb County shall be the responsibility of the contractor. It shall be the responsibility of the Contractor to determine the estimated time for relocation and adjustment of facilities of all utility companies and to consider in his bid all such relocations and adjustments.
- (u) The Contractor shall be responsible for the cost of setting his own grades and ensure that his construction fits existing field conditions.
- (v) New sidewalk elevations shall match existing elevations unless ADA requirements are not met. If ADA is not satisfied by matching existing grades, the contractor shall notify the City Project Engineer who in turn will provide specific guidance to the contractor on any scope modifications.
- (w) Before sidewalk construction occurs, subgrade soils shall be compacted with a vibratory plate
- (x) ADA ramps shall be placed where the sidewalk transitions to each driveway. Yellow embedded truncated domes shall be placed at each ramp. The cost for the concrete ADA ramps and truncated domes shall be included in Pay Item 441-0108
- (y) Sidewalk construction joints shall be 5 ft. OC. Construction joints of the same dimension shall also be incorporated into the driveway re-construction
- (z) Isolation (expansion) joints shall be used where the sidewalk abuts existing structures (walls, brick pavers, concrete curb and gutter, etc.) or between a new concrete pour and a prior day concrete pour.
- (aa) To ensure adherence to items (g) and (h) in the Special Conditions, all sidewalk and driveway concrete shall be Type III High Early Strength with fiber reinforcement. Minimum compressive strength of 3500 psi after 28 days is required.
- (bb) Contractor responsible for coordinating with the materials testing agency for concrete materials testing. The city will be responsible for the costs associated with this testing. The cost for any retesting due to deficient materials or test results not satisfying the minimum compressive strength requirements (for sidewalk and driveway construction) will be borne by the contractor. Frequency of testing will be one set of 5 cylinders per every 100 SY of concrete placed.
- (cc) All concrete shall include fiber reinforcement (except Class B concrete)
- (dd) Reinforcement steel (#3 bars) shall be placed in the ADA ramps
- (ee) Pedestrian activity is significant on within the project limits. Contractor is required to provide traffic control to allow pedestrians to walk into a traffic lane as working is occurring on the sidewalks. At the end of each work day, the sidewalk area must be suitable for safe pedestrian passage.

EXHIBIT A

MONTREAL ROAD – NORTH INDIAN CREEK PEDESTRIAN IMPROVEMENTS

BID SCHEDULE OF ITEMS

October 3rd, 2018

Contract Scope: Furnishing all materials, labor and equipment to undertake demolition of existing sidewalks, catch basins and sidewalk ramps and construct new sidewalks, ADA ramps, catch basins, driveway striping utility adjustments, grading and all related materials associated with the *Montreal Road – North Indian Creek Pedestrian Improvement Project - SPLOST 06"*

Vendor: _____

Signature: _____

Date: _____

No.	Pay Item No.	Item	Unit	Approx. Quantity	Unit Price	Amount
1	150-1000	TRAFFIC CONTROL	LS	1		
2	210-0100	GRADING COMPLETE – GENERAL SITE WORK (includes mobilization)	LS	1		
3	441-0104	CONC SIDEWALK, 4 IN.	SY	555		
4	441-0108	CONC SIDEWALK, 8 IN. THICK (ADA PEDESTRIAN RAMPS W/ YELLOW TRUNCATED DOMES)	SY	275		
5	441-4020	CONC VALLEY GUTTER, 6 IN.	SY	50		
6	441-5002	CONC HEADER CURB, 6 IN. TP 2	LF	40		
7	511-1000	BAR REINF STEEL (#3 bar) (to be placed in the ramps)	LB	65		
8	611-8000	ADJUST – RESET CATCH BASIN TO GRADE	EA	2		
9	653-1804	THERMO SOLID TRAF STRIPE, 8 IN. , WHITE	LF	1700		
10	661-8120	ADJUST WATER METER TO GRADE	EA	2		
			TOTAL BID AMOUNT			

TOTAL BID AMOUNT = \$ _____

(written)

EXHIBIT B

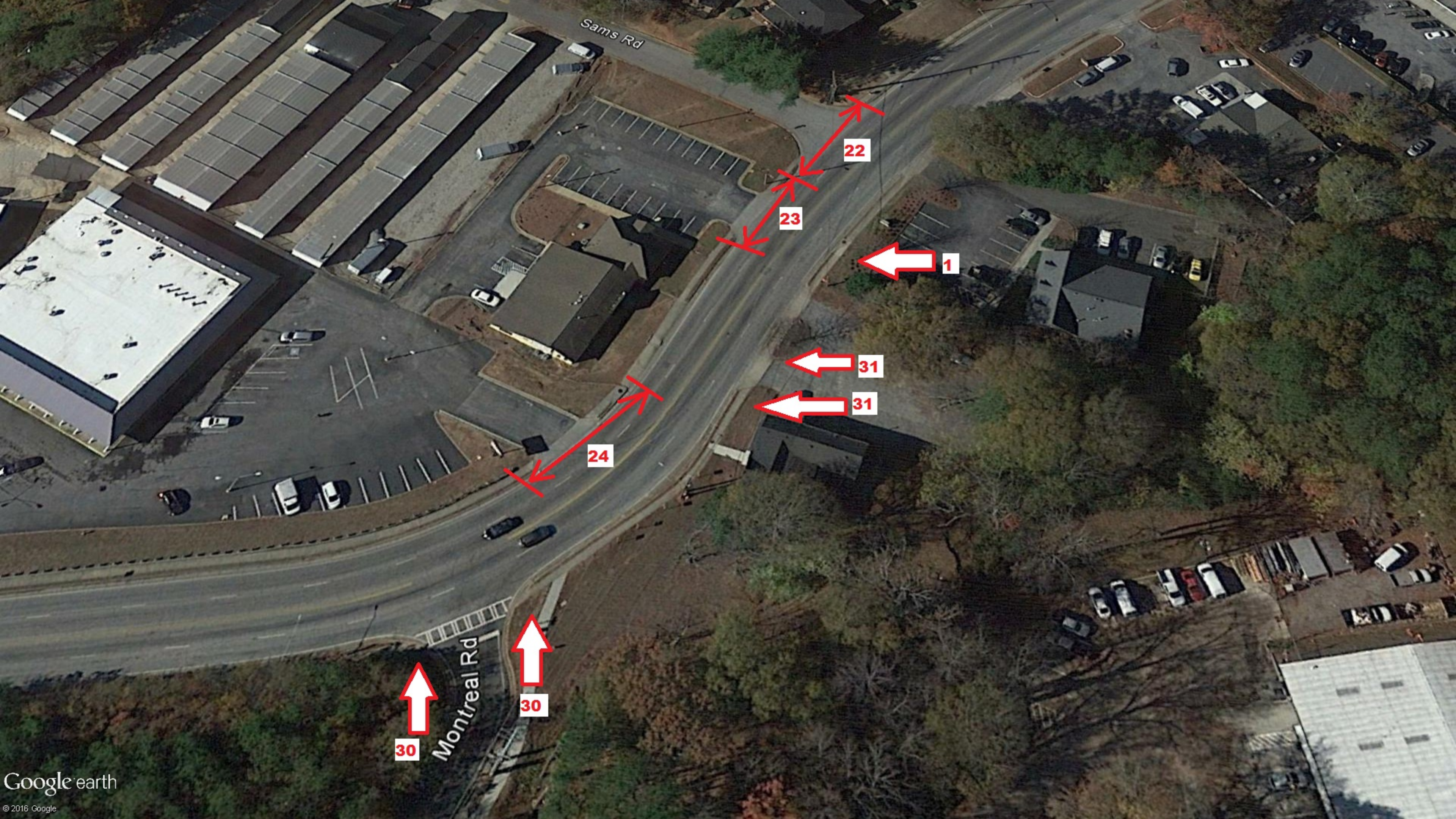
MONTREAL/NORTH INDIAN CREEK ROAD

ADA UPGRADES SCOPE OF WORK

(City limits to West Hill St)

LOCATION (per map)	WORK SCOPE	QUANTITIES
1 (935 Montreal Rd)	Remove & replace sidewalk to match elevation of catch basin top & pedestrian ramp	6 SY – 8 in. concrete 3.5 SY – 4 in. concrete
2 (953 Montreal Rd)	Remove and construct 2 pedestrian ramps	12 SY – 8 in. concrete
3 (P.O. entrance)	Remove and construct 2 pedestrian ramps & header curb & new crosswalk	20 LF header curb – 6 in. 19 SY – 8 in. concrete 120 LF – 8 in. striping
4 (Montreal Creek Ct)	Remove and construct 2 pedestrian ramps & header curb & 1 new crosswalk	18 SY – 8 in. concrete 120 LF – 8 in. striping
5	Remove and construct sidewalk	4 SY – 4 in. concrete
6	Remove and construct sidewalk to match elevation of catch basin top	10 SY – 4 in. concrete
7	Remove and construct sidewalk (settled) to match adjacent sidewalk elevations	7 SY – 4 in. concrete
8 (Clarkston Station Entrance)	Remove and construct sidewalks and 2 pedestrian ramps – reset manhole to match elevation of new sidewalk/ramp including new crosswalk	25 SY – 4 in. concrete 12 SY – 8 in. concrete 120 LF – 8 in. striping
9 (Clarkston Industrial Blvd)	Remove and construct 1 pedestrian ramp and sidewalk including new crosswalk	11 SY – 8 in. concrete 18 SY – 4 in. concrete 120 LF – 8 in. striping
10	Remove and construct 1 pedestrian ramp; 1 new pedestrian ramp and 40 feet new sidewalk to bus shelter	23 SY – 4 in. concrete 6 SY – 8 in. concrete 120 LF – 8 in. striping
11 (Andrew Jackson Dr.)	Remove and reconstruct 1 pedestrian ramp	6 SY – 8 in. concrete
12	Remove and construct sidewalk and catch basin top	6 SY – 4 in. concrete
13 (Noble Vines Dr. – north entrance)	Remove and construct sidewalk and 1 pedestrian ramp including new crosswalk	5 SY – 4 in. concrete 6 SY – 8 in. concrete 120 LF – 8 in. striping
14 (Avalon @ Montreal Apt.'s)	New crosswalk	120 LF – 8 in. striping
15 (Plantation Dr. entrance)	Remove and construct 2 pedestrian ramps and header curb; repair damage to catch basin; new crosswalk	28 SY – 8 in. concrete 35 LF – 6 in. header curb 120 LF – 8 in. striping
16	Widen concrete sidewalk to correct drop-off condition (next to fence)	1 SY – 4 in. concrete

17	Remove and construct sidewalk that has settled and match elevation of adjoining sidewalks	6 SY – 4 in. concrete
18 (Parc 1000 – north entrance)	Remove and construct 2 pedestrian ramps; new crosswalk & transition sidewalk	11 SY – 4 in. concrete 12 SY – 8 in. concrete 120 LF – 8 in. striping
19	Remove and construct sidewalk to match catch basin top elevation	14 SY – 4 in. concrete
20 (Parc North – main entrance – south)	Remove and construct sidewalk (for transition to ramps); header curb for ramp and 1 water meter valve adjust to-grade	14 SY – 4 in. concrete 110 LF – 8 in. striping 1 w.v. adjustment
21	Remove and replace damaged sidewalk	12 SY – 4 in. concrete
22 (Sams Crossing)	Remove and construct 2 pedestrian ramps; new crosswalk and adjoining sidewalk to transition to the ramps	9 SY – 4 in. concrete 12 SY – 8 in. concrete 90 LF – 8 in. striping
23	Remove and construct 2 pedestrian ramps and damaged sidewalk	18 SY – 4 in. concrete 12 SY – 8 in. concrete
24	Remove and construct sidewalk to match top elevation of catch basin and 1 pedestrian ramp	43 SY – 4 in. concrete 12 SY – 8 in. concrete
25	Remove and construct sidewalk to match top elevation of catch basin	6 SY – 4 in. concrete
26 (Clarkston Village Main Entrance)	Remove and construct sidewalk (2 sections) to match top elevation of catch basin and 2 pedestrian ramps including a new crosswalk	14 SY – 4 in. concrete 12 SY – 8 in. concrete 75 LF – 8 in. striping
27	Remove and construct sidewalk to match top elevation of catch basin	14 SY – 4 in. concrete
28	Remove and construct sidewalk to match catch basin elevation and C&G (15 in. wide gutter); reset catch basin (LS)	22 SY – 4 in. concrete 25 LF (15 in. gutter) C&G Reset catch basin (lump sum)
29	Remove and construct 4 pedestrian ramps, sidewalks for ramp transitioning & 2 new crosswalks	56 SY – 4 in. concrete 26 SY – 8 in. concrete 200 LF – 8 in. striping
30 (Montreal Rd @ Montreal Rd)	Remove and construct 2 pedestrian ramps and sidewalk	11 SY – 4 in. concrete 12 SY – 8 in. concrete
31	Remove and construct 2 pedestrian ramps and sidewalk	11 SY – 4 in. concrete 12 SY – 8 in. concrete



Sams Rd

Montreal Rd

22

23

1

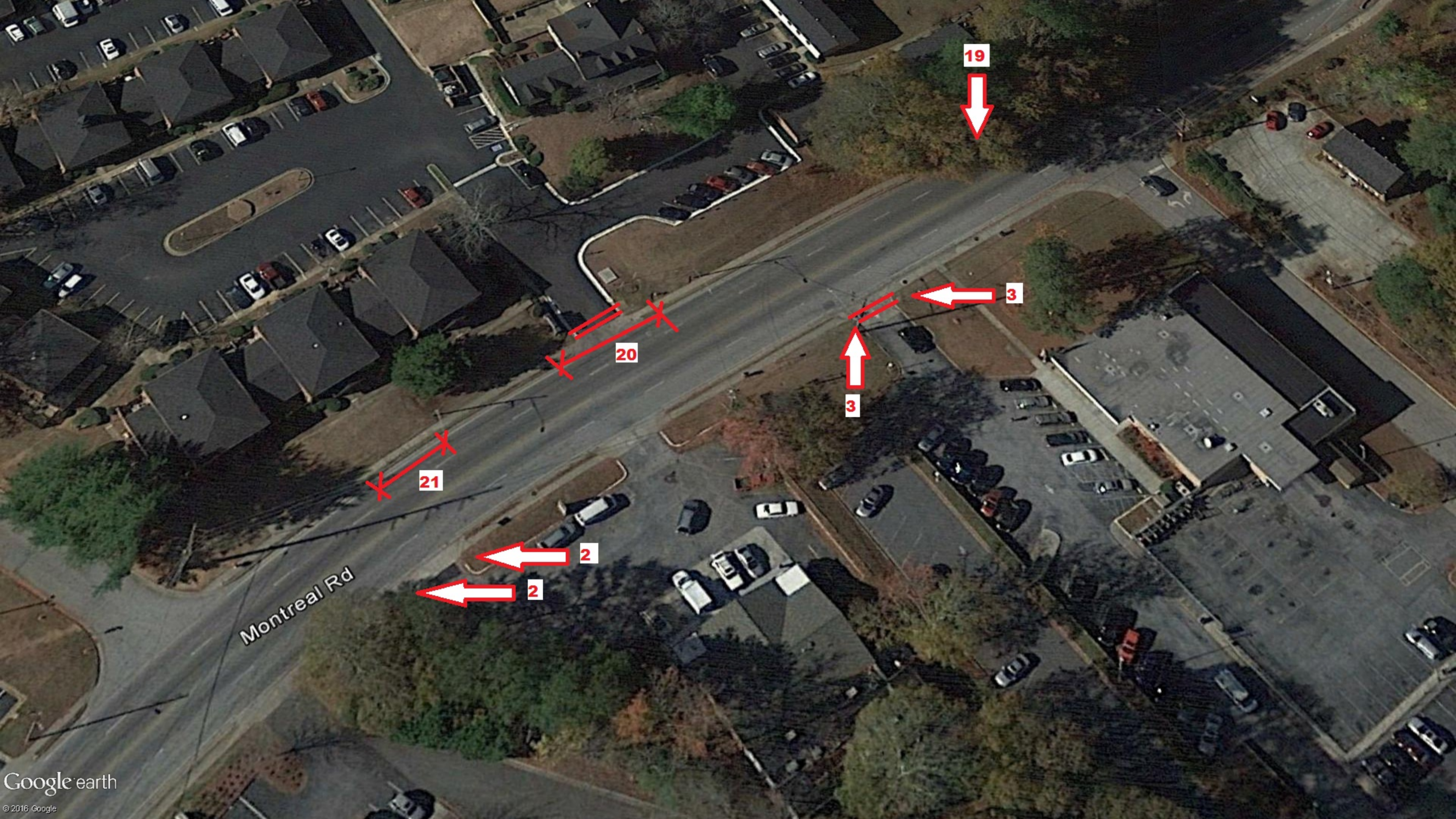
31

31

24

30

30



19



3



20



21



2



2



3



Montreal Rd



Montreal Rd 7

6

5

4

4

8



Noble Vines Dr

Montreal Rd

13

14



Montreal Rd

Andrew Jackson Dr

The Oaks

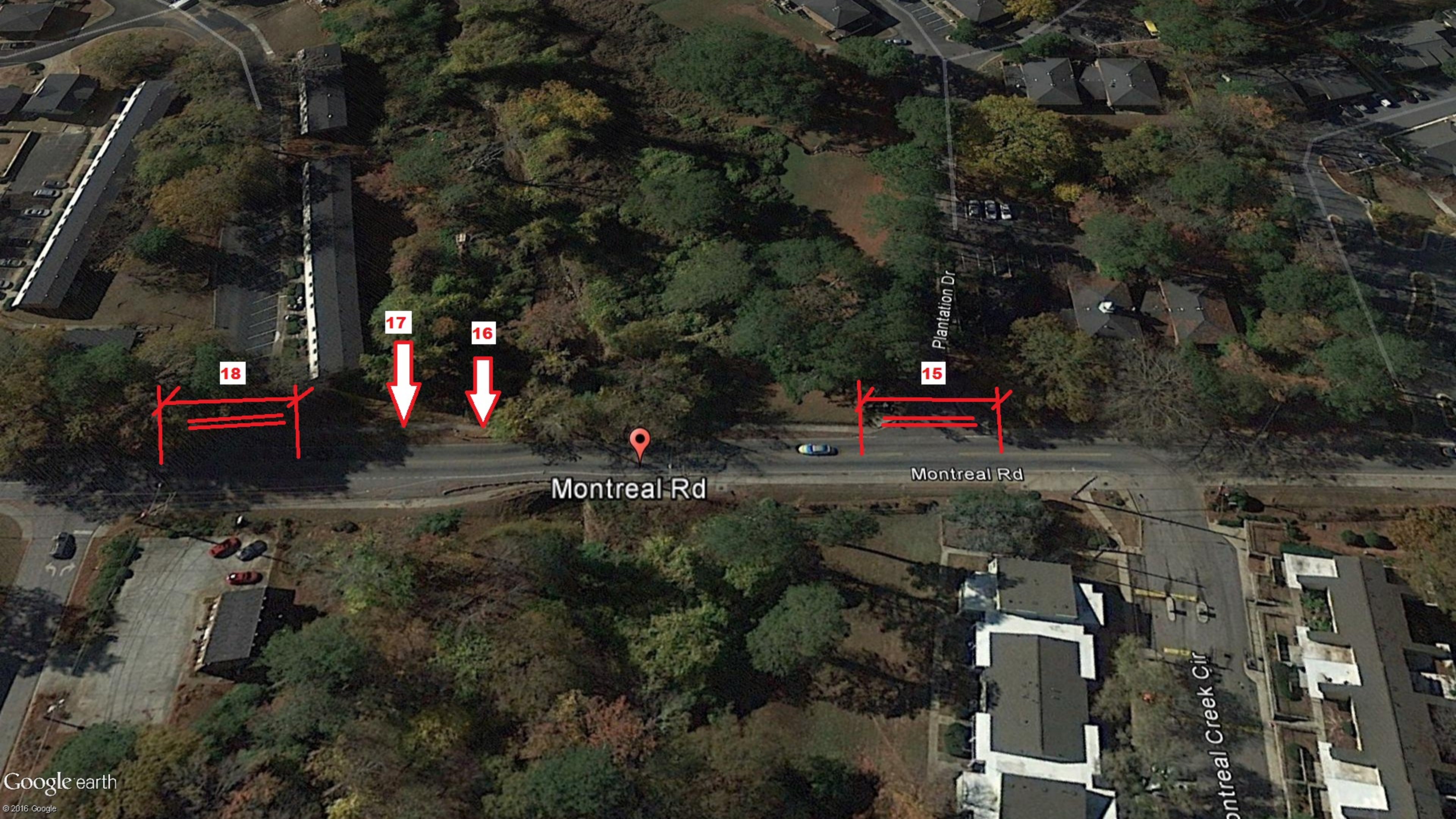
Clarkston Industrial Blvd

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18

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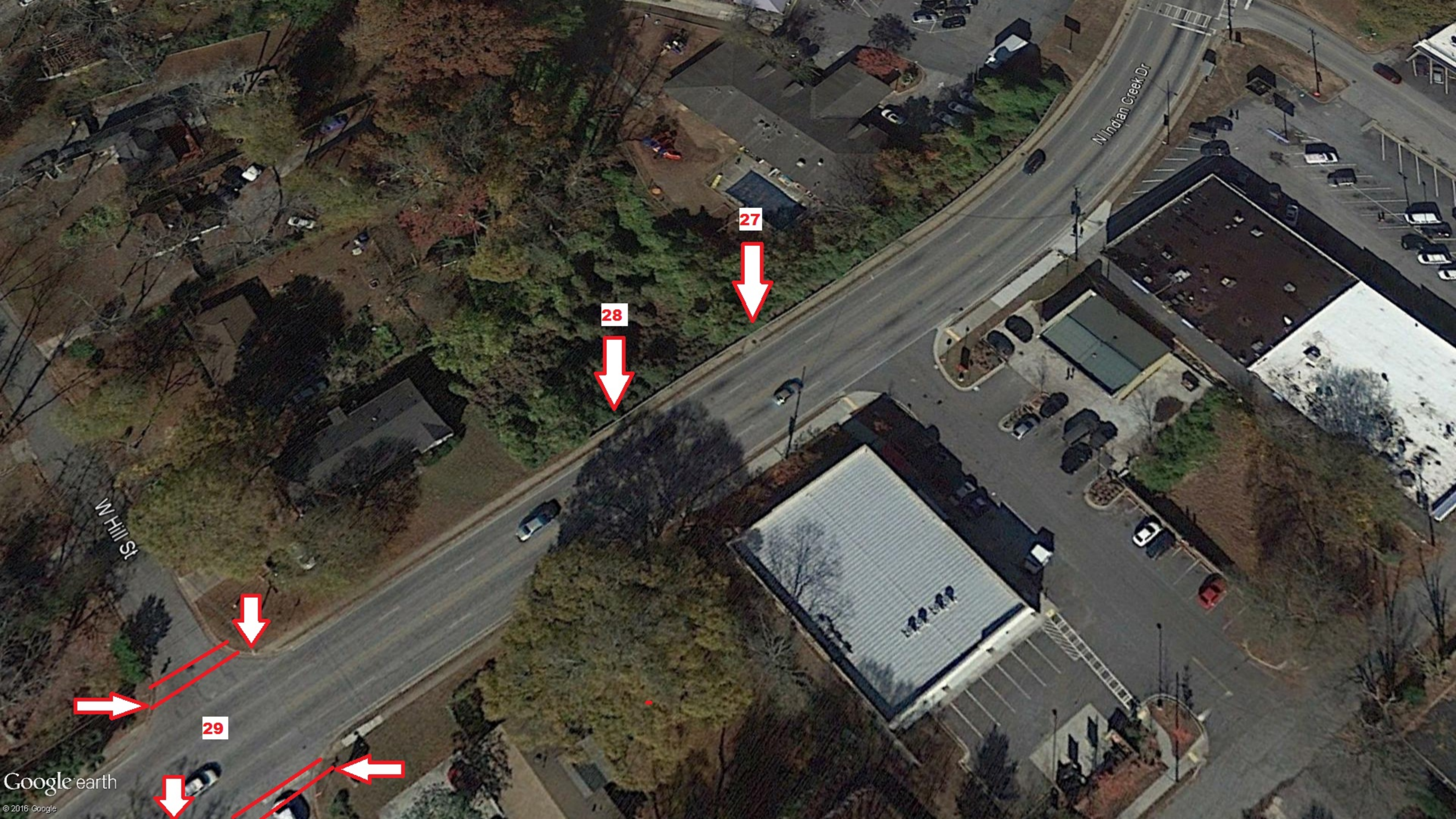
15

Montreal Rd

Montreal Rd

Plantation Dr

Montreal Creek Cir



27

28

29

W Hill St

N Indian Creek Dr



25

26

N Indian Creek Dr

Montreal Rd