

City of Union City

5047 Union Street

Union City, Georgia 30291

Fulton County



Request for Bid for Londonderry Way Resurfacing and Streetscape Improvements

RFB-PS-25-02



REQUEST FOR BID NUMBER RFB-PS-25-02

City of Union City RFB for Londonderry Way Resurfacing and Streetscape Improvements

BIDS DUE: November 4, 2024 12:00 P.M. via Bidnet. Submissions via email will not be accepted.

Information concerning this solicitation may be found at:

<https://www.bidnetdirect.com/georgia/unioncity>

The website will provide the RFB, Q&A and any clarifications, schedule changes and other important information. **Bidders should check these electronic pages daily!**

Questions should be directed to City of Union City, via Bidnet to:

<https://www.bidnetdirect.com/georgia/unioncity>

(See Schedule of Events, Appendix A)

Instructions to Bidders:

All spaces below are to be filled in and the Bid Letter must be signed where indicated.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

Submit Bid to: <https://www.bidnetdirect.com/georgia/unioncity>

BID LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Bids (RFB) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFB.

It is understood and agreed that this bid constitutes an offer, which when accepted in writing by the City of Union City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Union City (the "City").

It is understood and agreed that we have read the City's specifications shown or referenced in the RFB and that this bid is made in accordance with the provisions of such specifications. By our written signature on this bid, we guarantee and certify that all items included in this bid meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all bids, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this bid shall be valid and held open for 180 days.

BID SIGNATURE AND CERTIFICATION
(Bidder to sign and return with Bid)

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the Bidder. I further certify that the provisions of the Official Code of Georgia Annotated, Section 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: _____

Lump Sum Price for site work and building complete: \$ _____.

_____ dollars and _____ cents.

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1.0 Introduction

The following sections describe the City of Union City’s intent, goals and objectives, background, basic guidelines, project oversight and staffing, general information, and decision process regarding this Request for Bid (“RFB”).

1.1 Statement of Intent

This RFB defines the service standards, specifications and bid requirements for Londonderry Way Resurfacing and Streetscape Improvements (the “Project”) for the City of Union City (the “City”).

It is the intent of the City to accept and evaluate bids from qualified firms to construct the Project in a prompt, professional and workmanlike manner and in accordance with the standards of the profession. All work, unless otherwise specified, shall be provided on a time and materials basis, and completed to the satisfaction of the Public Services Director and the City Manager or her designee within the time periods allocated, as mutually agreed to at the beginning of the assignment.

1.2 City Goals and Objectives

The overall goal and objective of this Request for Bid is to obtain bids from qualified firms that are able to construct the Project for the City. **ALL bids are due no later than November 4, 2024, and no later than 12:00 P.M. (Noon).**

1.3 Project Overview/ Description

The design for the Project shall follow the design plans attached.

The City is seeking qualified contractors to provide the requested work which consists of sidewalk and bike lane construction with landscaping, pedestrian corners and storm sewer construction.

The City has issued this RFB for the sole purpose and intent of obtaining bids from interested and qualified contractors to provide construction services for the Project. It is the intent of the City to accept bids and pricing from qualified contractors for the Project. All work, unless otherwise specified, shall be provided on an as completed basis, and payment made when accepted to the satisfaction of the City departments, and the City Manager within the time periods allocated, as mutually agreed to at the beginning of the contract for the Project (the “Contract”).

1.4 Basic Guideline for this RFB

The City has determined that the use of competitive sealed bidding is practical and advantageous to the City in completing the Project. Competitive sealed bids shall be submitted in response to this solicitation.

The bids shall be evaluated in accordance with the evaluation criteria set forth in this RFB. Subsequent to the opening of the sealed bids, discussions may be conducted by the City with responsible bidders who submit bids (the “Bidders”) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure a full understanding of and responsiveness to the solicitation requirements. The Bidders shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of bids; and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

In conducting any such discussions, there shall be no disclosure of any information derived from bids submitted by competing Bidders. All such discussions shall be conducted by the City's **Contracting Office** named below:

City of Union City
Finance Department
5047 Union Street
Union City, Georgia 30291
Telephone: 770-515-7807

The City has established certain requirements with respect to submittal of the bid by Bidders.

Whenever the terms "shall," "must," "will," or "is required" are used in this RFB, the specifications being referred to are mandatory requirements of this RFB. Failure to meet any mandatory requirement will cause rejection of the Bidder's bid.

Whenever the terms "can," "may," or "should" are used in this RFB, the specification is a desirable outcome and failure to provide any items so termed may not be cause for rejection, however, may cause a reduction in score during the evaluation process.

The award shall be made to the responsible Bidder whose bid is determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFB. No other factors or criteria shall be used in the evaluation. **The City of Union City reserves the right to reject any and all bids submitted in response to this RFB.**

1.5 Project Oversight and Staffing

The successful Bidder, when the Contract is finalized (the "Contractor") will report to Lonnie Ferguson - Public Services Director, 6524 Landrum Lane, Union City, GA 30291, phone ((770) 515-7877) and email (lferguson@unioncityga.org), at the proposed or specified intervals during business hours via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

1.6 Project Scope

The Project consists of sidewalk and bike lane construction with landscaping, pedestrian corners and storm sewer construction. The scope of work will also include grading, placing of roadway materials, utilities relocation with signing and marking.

The Contractor will provide: A Guaranteed Maximum Price (GMP) for the total Project cost (the "Contract Price"); and Performance, Payment and Bid Bonds. The Contractor shall furnish a Performance Bond in an amount at least equal to the Contract Price and a Payment Bond in an amount at least equal to 110 percent of the Contract Price, as security. The Contractor is required to submit a Bid Bond of 5% along with bid submittal.

The City will pay the Contractor on a monthly basis, based on timely invoicing. Detailed reports should accompany each monthly invoice.

2.0 General Terms and Conditions

- 2.1** All responses shall become the property of the City. The sealed RFB documents will remain exempt from public records consistent with the Open Records Act. O.C.G.A. § 50-18-72 et seq.

- 2.2** All Bidders must read the Affidavit of Non-Debarred Status (Appendix D) and acknowledge same prior to entering into the Contract with the City.
- 2.3** The City will not reimburse any Bidder for any costs associated with the preparation and submittal of any response to this RFB.
- 2.4** Each Bidder must disclose the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of five percent (5%) or more in the Bidder's firm or any of the Bidder's branches/subsidiaries.
- 2.5** Non-discrimination: No Bidder shall discriminate as to race, sex, color, creed, handicap or national origin in the operations conducted under this Contract.
- 2.6** Due care and diligence has been exercised in the preparation of this RFB. The responsibility for determining the full extent of the services required rests solely with the Bidders. Neither the City nor its representatives shall be responsible for exercising the professional judgment required in determining the final scope of services which may be required.
- 2.7** All responses set forth in the Submittal Requirement for Bidders must clearly indicate any deviations from these requirements. The terms and conditions contained herein are those desired by the City and preference will be given to those responses in full or substantially full compliance with the terms and conditions.
- 2.8** Each Bidder is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal government, State of Georgia and applicable local ordinances. Failure or inability on the part of any Bidder to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve the Bidder from its obligation to honor its response and to perform completely in accordance with its response.
- 2.9** The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, request clarification of information from Bidders, to reject any and all responses in whole or in part, with or without cause, and to accept any responses which, in the City's judgment, will be in the City's best interest.
- 2.10** Any interpretation, clarification, correction or change to the RFB will be made by written addendum posted to the City's website. Any oral or other type of communication concerning the RFB shall not be binding. All questions must be in writing and directed to the Contracting Officer.
- 2.11** Responses must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder's organization to the performance of the services contemplated by this RFB.
- 2.12** Any responses submitted before the deadline may be withdrawn by written request received by the City before the time indicated for receipt. Withdrawal of any responses will not prejudice the right of the Bidder to submit a new or amended response as long as the City receives the new or amended response by the deadline as provided herein.
- 2.13** For good and sufficient reason, up to forty-eight (48) hours before the advertised deadline, the City may extend the response deadline. Should an extension occur, notice will be posted on the City's website.

3.0 Descriptions of Requirements

3.1 General Requirements for Contractors

The following general requirements are pertinent and apply to all work under the Contract and are pertinent to the project. Compliance is required by all contractors prior to commencement of work.

3.2 Reserved

3.3 Minimum Financial Security Requirements

The Contractor is required to provide a performance bond which must be underwritten by a U.S. Treasury Circular 570 Listed company. If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, the City will notify the Contractor in writing. All insurance and bonds will be required during the duration of the Contract and any renewal and or extension agreed upon between the City and the Contractor.

3.4 Contractor Licensing Requirements

The Contractor shall maintain a minimum Professional Liability Coverage. In addition, the Contractor shall obtain all licenses and permits and promptly pay all taxes and fees required by the City, State and Federal Governments.

3.5 Personnel Requirements

The Contractor shall designate a Project Manager, acceptable to the City, who will be responsible for initiating and implementing the work and maintaining effective communications among the Contractor, the City, and other involved agencies and organizations. The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications for the services described in this RFB. A project superintendent shall be on site at all times when work is in progress.

3.6 Proposed Payment Terms

All Bidders shall submit a complete Cost Schedule. If the Bidder is awarded the Contract, Fees will be the basis for final terms of City-approved Contract.

4.0 Terms of Contract

Any revisions to the Contract documents shall be submitted with the bid. There will be no changes to the Contract once the bid period ends.

The term of the Contract for the Project will be a period of three hundred (300) calendar days. The Contract shall specify conditions under which the Contract may be terminated by either party prior to the end of the term specified in this Section of the RFB. Such early termination shall proceed by appropriate notice and communications such that the Contractor has the ability to take corrective actions to remedy the breach before any such early termination is made final.

The Contractor shall substantially complete all work of the Contract within two hundred seventy (270) calendar days of the City's Notice to Proceed. Should the Contractor fail to complete the work under this Contract per the specified schedule, he shall pay the City liquidated damages of \$500.00 per calendar day for each consecutive calendar day until the Project is complete; which sum is agreed upon as a reasonable and proper measure of damages which the City will sustain per diem by failure of the Contractor to complete work

within time as stipulated; it being recognized by the City and the Contractor that the injury to the City which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. The Contractor shall not be entitled to any additional compensation should he finish early.

5.0 Fee Schedule

The Bidders are required to prepare bids on the form(s) enclosed herewith unless otherwise prescribed, and all documents must be submitted. If the required bid documents are not returned in their entirety the bid will not be considered.

The Bidders acknowledge that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the Contract Documents.

6.0 Submitting the Bid

To the best of its ability, the City will use the following process and schedule for its decision-making:

Competitive Bid Development (“Continued Planning”) Period:

October 9, 2024	Release of RFB
October 16, 2024	Pre-bid meeting at 10:00 a.m.
October 18, 2024	Questions from Potential Bidders Due @ 12:00 p.m.
October 23, 2024	City Response Deadline @ 5:00 p.m.
November 4, 2024	Bids Due @ 12:00 p.m.

7.0 Evaluation of Bids; Miscellaneous

7.1 City’s Right to Request Additional Information – Bidders’ Responsibility

Prior to Contract award, the City must be assured that the selected Bidder has all the resources to successfully perform under the Contract. This includes, but is not limited to, an adequate number of personnel with the required skill, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract and experience in similar projects. If during the evaluation process, the City is unable to assure itself of the Bidder’s ability to perform, if awarded, the City reserves the right to request from the Bidder any information deemed necessary to determine the Bidder’s responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five (5) business days to submit the information requested.

7.2 Addenda to the RFB

The City reserves the right to amend or clarify this RFB by addenda. Addenda will be posted to the Bidnet website. It is solely the Bidder’s responsibility for checking the Bidnet website on a regular basis for Addenda and/or any updates. The website may contain important information that may directly impact your bid. Failure to account for Addenda and updates may result in the rejection of your bid as non-responsive.

Addenda may be issued at any time prior to the date for receipt of bids. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of City, the postponement of the date for the receipt of bids, written notification will be posted to the City's website announcing the revised date.

Addenda will be posted to the City's website. All addenda issued to this RFB shall become part of the RFB document. Bidders shall acknowledge receipt of any such addenda in their bid.

7.3 Questions

Questions, requests for clarifications, or requests for information about this RFB or process must be submitted via Bidnet by 12:00 p.m. (Noon), on **Friday, October 18, 2024**. All questions and requests for more information and the City's responses will be summarized in writing and posted to Bidnet by **Wednesday, October 23, 2024**.

7.4 Bid Held Confidential

Only the company names of vendors submitting bids will be made public. All bid documents shall be held as confidential until the City Council awards a Contract and authorizes staff to execute the Contract. Notwithstanding anything to the contrary contained herein, all requests for information will be governed by the Open Records Act.

7.5 Review Committee

The City will use its staff members as the review committee, to review and analyze the details of the qualified submitted bids.

7.6 Contract Negotiations

The City's staff may negotiate with the top ranked Bidder as authorized by the City Council, for the purpose of finalizing a Contract. If negotiations with the top-ranked Bidder are not successful, the City's staff may then initiate negotiations with second ranked Bidder, and so on. The City reserves the right to negotiate specific work elements with a respondent into the Contract.

7.7 Cost Bid Preparation and Negotiation

The Bidders shall participate in this RFB procurement process and shall prepare the required materials, submittals and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from City for the customary expenses, or damages that may be associated with this process.

The City accepts no liability for costs and expense incurred by the Bidder in connection with this RFB, subsequent interviews, negotiations, and Contract execution. The City reserves the right to terminate the proceedings at any time.

7.8 Availability of Information

Throughout this RFB, the City and its advisors have exerted their best efforts to present information and data that are current and applicable to this Project. The City is providing the

information contained herein as a courtesy to the Bidders. It is each Bidder's responsibility to use this information and verify same during the bid, negotiation, and project-information periods.

Best efforts have been made to provide accurate information; however, the City and its advisors make no guarantees or warranties that the information contained in this RFB or referenced documents are accurate and complete. All summaries of laws and documents do not purport to be complete, and Bidders are referenced to each such law and document for a full and complete statement of relevant provisions. In the event any of the summaries in the text are inaccurate, the provisions of the actual laws or documents shall be controlling.

The City and its advisors are not and shall not be liable for omissions or errors contained in the RFB, and submittal of a bid by a Bidder shall serve as the Bidder's verification and acknowledgement of the City's lack of liability.

8.0 Bids May be Rejected in Whole or Part

The City reserves the right to:

- Reject any or all bids;
- Reject parts of bids;
- Negotiate modifications of bids submitted for purposes of finalizing and executing a Contract; and
- Accept part or all of the bids on the basis of consideration(s) other than cost or proposed rates.

Disqualification of bids: The following types of bids shall be disqualified for consideration for award:

- A proposal arrives after the set time for submittal;
- A proposal submitted without the required bonds or insurance; or
- A proposal submitted by a company on the Ineligible Source List

9.0 How to Submit Bid

Bids must be submitted **via Bidnet no later than 12:00 p.m. (Noon), on Monday, November 4, 2024**, at the following link:

<https://www.bidnetdirect.com/georgia/unioncity>

10.0 Bid Content

10.1 Qualifications Section

All Bidders must submit a Qualifications Section within their bids. The Qualifications Section must include information in the following three (3) areas:

- General management ability;
- Financial stability and strength; and
- Applicable construction experience.

Unless directly related to the response and referenced in the text, sales brochures are not required.

All submissions will become property of the City and will not be returned. The City, at its sole discretion, may reject any and all responses and/or issue subsequent requests for qualifications and bids.

The Qualifications Section of each bid must include the following subsections:

10.1.1 General Management

The Bidders will be evaluated on the basis of their demonstrated overall management and experience, as reflected in the successful implementation of previous and/or current projects. Each Bidder shall demonstrate the ability to perform all required tasks successfully and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each Bidder shall define both technical and managerial capabilities in terms of past performance. Other management evaluation criteria will include, but will not be limited to the following factors:

- Demonstrated successful working relationships with municipalities; and
- Number of similar projects provided in the metropolitan area.

10.1.2 Financial Stability and Strength

The Bidder must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFB and to back-up its contractual obligations. The Bidders will be evaluated on the basis of their credit references and demonstrated ability to provide municipal engineering services.

A specific letter from a surety company or guarantor indicating the intent to provide the proposed performance bonds must be provided in the bid.

Each Bidder must submit at least three (3) credit references. The Bidders must submit evidence of the ability to finance services. Where the Bidder is a corporation, it must submit evidence that the Bidder is in good standing under the laws of the state of incorporation.

The Bidder must submit the litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor, or subsidiary involved in this venture, and/or any corporate officer.

10.2 Overview of Services

The Bidder must describe services proposed in this RFB. This overview must provide sufficient information to demonstrate the Bidder's clear understanding of the services requested by the City throughout this RFB.

10.3 Cost Bid

The proposed prices must be submitted via Bidnet using the Bid Letter found at the front of this document.

11.0 RFB and Bid to Become Part of Final Contract

The contents of this RFB, any addenda to this RFB, the successful bid, and any written clarifications to the contents thereof submitted by the successful Bidder shall become part of the contractual obligation and incorporated by reference into the ensuing Contract. If any provision of the Contract is in conflict with the referenced RFB, or bid, the Contract shall take precedence.

12.0 Insurance and Other Legal Requirements

12.1 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in **Georgia**. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance as itemized below:

12.1.1 Workers' Compensation Insurance

Workers' Compensation insurance shall meet the statutory obligations with Coverage B - Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease-policy limit and \$100,000 disease each employee.

12.1.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence basis," shall include contractual liability coverage and the City shall be named an additional insured. The insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

12.1.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

12.1.4 Professional Liability Insurance or Errors & Omissions Insurance

Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The

Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed, or materially changed. The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

12.2 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the Contract, either by assignment or notation, without the prior written approval of the City. The Contractor shall not sub-contract any services under this Contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or sub-contract shall be grounds for immediate Contract termination.

12.3 Risk

The total Project cost (Contract amount) is an amount not to be exceeded for the entire term of the Contract.

12.4 Performance, Payment and Bid Bonds

Performance bonds shall be provided with limits of not less than 100% of the total project cost of the project. Payment bonds shall be provided with limits of not less than 110% of the total Project cost of the Project. Performance and payment bonds **shall** be recorded in the official record of the City in which the Project is located. Acceptable Surety companies shall be licensed to do business in Georgia. The City will require a 5% Bid Bond to be submitted with the bid.

12.5 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of the Contractor or other persons engaged in the performance of any work or services required by the Contractor under this Contract shall be considered employees of sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Workers' Compensation claims under the Workers' Compensation Act of the State of Georgia, or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

12.6 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of sub-contractors, in the performance of the services by this Contract or by reason of failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract.

12.7 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

12.8 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of three (3) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for three (3) years after final disposition of such property.

12.9 Open Records Act

To the extent permitted by law, all bids shall be treated as confidential, non-public information until the City and a Bidder fully execute a final contract or the City elects to not contract for the Project. At that time, the bids and their contents may become public records under the provisions of the Open Records Act.

12.10 Illegal Immigration Reform and Enforcement Act Compliance

Pursuant to O.C.G.A. § 13-10-90 et seq., all Bidders shall familiarize themselves with the requirements of the Illegal Immigration Reform and Enforcement Act, as enacted by the General Assembly of the State of Georgia. In addition, at the time of execution of the Contract, the Contractor shall submit a signed and notarized Contractor Affidavit in the form attached hereto, with said affidavit to contain the Federal Work Authorization User Identification Number of the Contractor. To the extent subcontractors are permitted under any such Contract, the Contractor shall also ensure that said subcontractors submit a signed and notarized Subcontractor Affidavit in the form attached to said Contractor Affidavit.

APPENDIX A

Schedule of Events

Schedule of Events

Release of RFB and posted to Internet	10/09/2024
Bidders' Conference	10/16/2024 @ 10:00 a.m.
<u>Location:</u>	
TEAMS	
Meeting ID: 213 913 460 373	
Passcode: 3PRbGC	
Conference Addendum (Transcript/Q&A et al.)	
<i>*Posted to Bidnet</i>	
https://www.bidnetdirect.com/georgia/unioncity	
Deadline for Written Questions	10/18/2024 by 12:00 p.m.
<i>*Submit via Bidnet only:</i>	(Noon)
https://www.bidnetdirect.com/georgia/unioncity	
Questions and Answers or Addendum issued posted by	10/23/2024
Bids due to City of Union City	11/04/2024 by 12:00 p.m.
	(Noon)
Bidder Awarded on or about	12/17/2024

APPENDIX B



Contract Agreement

This Contract Agreement made and entered into this ___ day of _____, 2024 (the “Agreement”), by and between the City of Union City, Georgia (the “City”), having its principal place of business at 5047 Union Street, Union City, Georgia, and _____ (the “Contractor”).

WHEREAS, the City has caused the Request for Bid (the “RFB”) to be issued soliciting bids from qualified firms to furnish all items, labor services, materials and appurtenances called by them in accordance with the RFB; and

WHEREAS, the Contractor submitted a bid in response to the RFB (the “Bid”); and

WHEREAS, the Contractor’s Bid was deemed by the City to be the most advantageous to the City;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which being hereby acknowledged by the parties, the parties agree as follows:

1.0 SCOPE OF WORK

In accordance with RFB-PS-25-02 Union City, Lancaster Way Resurfacing and Streetscape Improvements (the “Project”), the Contractor shall furnish all materials, equipment and labor to provide the services described in the RFB to the specifications as directed in the RFB and pursuant to the terms of this Agreement, including all incidentals, as directed by the City’s Public Services Director and the City Manager or his/her representative.

The services shall be performed in a prompt and professional manner in accordance with the standards of the profession. The Project consists of sidewalk and bike lane construction with landscaping, pedestrian corners and storm sewer construction. The scope of work will also include grading, placing of roadway materials, utilities relocation with signing and marking.

2.0 PAYMENT

The City shall pay and the Contractor shall receive the prices stipulated in the Bid hereto attached as full compensation for everything furnished and done by the Contractor under this Agreement, which shall in no event exceed (\$XXXXXX) based on the Bid which sum shall be paid in the manner and terms specified in the Agreement. Before issuance of certificate of payment, if the Contractor has not submitted evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the Project have been paid, the City may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work on the Project (the "Work"), and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

Retainage. The City shall withhold from each progress payment an amount equal to five percent (5%) of such payment, which shall be held by the City as retainage (the "Retainage"). The Contractor shall not be entitled to any interest payment by the City on the Retainage. The Retainage shall be paid to the Contractor upon satisfactory completion of the Project including all punch list items.

Payment will be made by the City within thirty (30) days of receipt of an accurate invoice by the Finance Department. To ensure prompt and accurate payment all invoices must accompany a purchase order number provided by the City.

2.1 Term

This Agreement shall be effective upon its execution (the "Effective Date") and shall terminate at the time of completion of the Project as described in the Bid, but, in any event no later than three hundred (300) calendar days from the "Effective Date." There are three hundred (300) calendar days scheduled for Project duration.

The Contractor shall substantially complete all Work within two hundred seventy (270) calendar days of the City's Notice to Proceed. Should the Contractor fail to complete the Work per the specified schedule, the Contractor shall pay the City liquidated damages of \$500.00 per calendar day for each consecutive calendar day until the Project is complete; which sum is agreed upon as a reasonable and proper measure of damages which the City will sustain per diem by failure of the Contractor to complete the Work within the time as stipulated; it being recognized by the City and the Contractor that the injury to the City which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. The Contractor shall not be entitled to any additional compensation should the Contractor finish early.

2.2 Change Orders

Written approval shall be obtained by the Contractor for all change orders or contingency items prior to the start of any Work.

2.3 Final Acceptance

Upon completion of all Work items in the Project, the Contractor shall cause a formal inspection of the Project to be made and provide a written report to the City notifying the City that the Project is ready

for inspection. Notification to the City shall include a copy of the Contractor's report. The City's engineer shall then review the Project. Should the entire Work appear to be complete and in conformance with the standards, the City's engineer will issue a certificate that the Work has been completed and is ready for acceptance by the City. The City's engineer's certificate of completion will be presented for consideration of the City Council at the first regular council meeting after actual certification of Project completion. If the Work does not entirely meet requirements of the standards at the time of inspection, the City's engineer will advise the City of items which require completion or correction. After completing or correcting deficiencies noted by the City's engineer together with any additional deficiencies which appear, the City shall repeat the inspection and completion process until the entire Project at the time of inspection shall appear to be in conformance with the standards. In the event that any Work is damaged or discovered to be deficient after an initial inspection but prior to final acceptance, such Work shall have been completed or corrected at the time of final acceptance, but this requirement shall not extend to repair of Work damaged by the City.

3.0 INDEPENDENT CONTRACTOR

3.1 The Contractor shall be an independent contractor. The Contractor is not an employee, agent or representative of the City. The Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City Representative at the time of executing the Agreement.

3.2 Neither the City nor the Contractor has the authority to bind the other to any third party or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

4.0 INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City and its officers and employees from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) arising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Agreement.

5.0 INSURANCE

The Contractor shall, at its own cost and expense, obtain and maintain workers' compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company acceptable to the City and legally licensed and authorized to transact business in the State of Georgia. Any such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of the Agreement.

The Contractor and its sub-contractors shall secure and maintain the following insurance as itemized below:

5.1.1 Workers' Compensation Insurance

Workers' Compensation insurance shall meet the statutory obligations with Coverage B – Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease-policy limit and \$100,000 disease each employee.

5.1.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. The insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

5.1.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

5.1.4 Professional Liability Insurance (Errors & Omissions) Insurance

The Contractor shall maintain Professional Liability (Errors & Omissions) Insurance with coverage and limits no less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate, in the event a contractor is performing design, engineering or other professional services.

5.1.5 Builders "All Risk" Insurance

In the event the Contractor is performing construction services under the Agreement, then the Contractor shall procure and maintain "All Risk" Builder's Insurance, written on a commercially recognized policy form, providing coverage for the work performed under the Agreement, and the materials, equipment or other items incorporated therein, while the same are located at the construction site, stored off-site, or at the place of manufacture. The policy limits shall be in a minimum amount equal to the "full insurable value" of such equipment and 100% of the value of the contract, including any additional costs which are normally insured under such policy. The insurance coverage shall include boiler and machinery insurance on a comprehensive basis and include coverage against damage or loss caused by earth movement (including but not limited to earthquake, landslide, subsidence and volcanic eruption), fire, flood, hurricanes, explosion, hail, lightning, weather, vandalism, malicious mischief, wind, collapse, riot, aircraft, smoke, or other cataclysmic events, and coverage against damage or loss caused by machinery accidents and operational and performance testing, commissioning and start-up, with extended coverage for transit, with sub-limits sufficient to insure the full

replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

5.1.6 Commercial Umbrella or Excess Liability Coverage

The Contractor shall maintain Commercial Umbrella or Excess Liability Coverage with coverage and limits no less than \$2,000,000 in liability excess coverage per occurrence above the Agreement's stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability and Workers' Compensation policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying limits and umbrella coverage.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this Agreement, to comply with these provisions.

5.2 Construction Warranties

The Contractor shall guarantee that the Work shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. The Contractor shall be responsible for the replacement or repair, without additional charge, of all Work done or furnished in accordance with this Agreement which shall become defective within one (1) year after completion of the Work. The correction of such Work shall include, without additional charge, all additional expenses and damages in connection with such removal or replacement of all or any part of the Work, and/or the building and/or common areas of work which may be damaged or disturbed thereby. All such warranties or guarantees as to materials or workmanship of or with respect to the Work shall be contained in the contract with the Contractor which shall be so written that such guarantees or warranties shall inure to the benefit of both the City and Contractor, as their respective interests may appear, and can be directly enforced by either.

5.3 Performance, Payment, and Bid Bond

The Contractor shall furnish a surety bond for performance of this Agreement. Said surety bond shall be in the amount of 100% of the Agreement price.

The Contractor shall furnish a surety bond for payment of this Agreement. Said surety bond shall be provided with limits of not less than 110% of the total Project cost of the Project.

The Contractor shall furnish a surety Bid Bond payment of 5% along with bid submittal.

The premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing the bond premiums is paid in full shall accompany the bonds.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

5.4 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

5.5 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property.

6.0 TERMINATION

6.1 Any other provisions of this Agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize).

In addition, if at any time after commencement of the Work, the City shall, in its sole reasonable judgment, determine that such Work is inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

6.2 The City may terminate the Agreement immediately without prejudice to any other right of action or remedy if the Contractor:

6.2.1 Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of each occurrence; or

6.2.2 After five (5) days written notice fails to:

- a) Maintain the required insurance; or
- b) In any other manner to perform the requirements of the Agreement.

7.0 INCLUSION OF DOCUMENTS

The Agreement, any amendments thereto, the RFB, and the Contractor's Bid submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this Agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and

requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFB, as amended, and the Contractor's Bid, the language in the former shall govern.

8.0 COMPLIANCE WITH ALL LAWS AND LICENSES

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

8.1 Federal Requirements

8.1.1 Federal Compliance Regulations

The City of Union City has incorporated, or caused to be incorporated, into this Agreement the following Equal Employment Opportunity clauses:

“During the performance of this Agreement, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicapping condition. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition. Such action shall include but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246, as amended(3 CFR 169 (1979)), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

9.0 ASSIGNMENT

The Contractor shall not assign or sub-contract the whole or any part of this Agreement without the City's prior written consent.

10.0 AMENDMENTS IN WRITING

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

11.0 DRUG-FREE AND SMOKE-FREE WORK PLACE

11.1 A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

11.2 The Contractor will secure from any sub-contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph (7), subsection (b) of the Official Code of Georgia Annotated Section 50-24-3.

11.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

11.3.1 The Contractor has made false certification herein; or

11.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

12.0 WORK AUTHORIZATION PROGRAM

Exhibit “A” is hereby incorporated into this Agreement and made a part hereto. Exhibit “A” enables all parties to be in compliance with O.C.G.A. § 13-10-91 as it pertains to statutorily-required verification of employees.

13.0 GOVERNING LAW AND VENUE

This Agreement shall be governed in all respects by the laws of the State of Georgia. Any disputes that arise under this Agreement shall be subject to the jurisdiction of the courts of Fulton County, Georgia or the Northern District of Georgia, as applicable.

14.0 MISCELLANEOUS PROVISIONS

- A. It is understood and agreed by and between the City and the Contractor that, on account of breach or default by either party of any of their obligations hereunder, it shall become necessary for the other party to employ and/or consult with an attorney to give advice, or to enforce or demand any of either party’s rights or remedies hereunder, then, and in any such event, the defaulting or breaching party shall pay all attorney’s fees, court costs and other expenses occasioned by such default(s) or breach(es).

- B. All notices from Contractor to the City shall be served on or sent to the City at the following address:

City of Union City
Attn: Sonja Fillingame, City Manager
5047 Union Street
Union City, Georgia 30291-1497

With a copy to:
City of Union City
Attn: Dennis Davenport, City Attorney
100 Habersham Drive
Fayetteville, Georgia 30214

All notices from the City to the Contractor shall be served on or sent to Contractor at its registered office and at the following contact format:

Name:	
Address:	
City, State & Zip	
Telephone Number:	

- C. Force Majeure. Neither party hereto shall be liable to the other party for any nonperformance of its obligations, in whole or in part, under this Agreement caused by the occurrence of any contingencies beyond the control of the parties, including but not limited to the weather (including but not limited to rain, showers, hurricanes, floods), declared or undeclared war, sabotage, insurrection, riot or other acts of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Agreement, strikes, labor disputes, acts of third parties not within the control of the party whose performance is affected, shortages of fuel, failures of power, accidents, fires, explosions, hurricanes, storms, floods, or other acts of GOD. In the event, that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's nonperformance shall not constitute a default. Notwithstanding the foregoing, if the non-performing party is unable to resume full performance despite reasonable attempts to do so, the other party shall have the right to terminate this Agreement pursuant to the provisions of Paragraph 6 above.

15.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

MAYOR AND COUNCIL FOR THE
CITY OF UNION CITY

(SEAL)

By: _____
VINCE WILLIAMS, Mayor

ATTEST:

Darryl Terry, City Clerk

Approved as to form:

City Attorney

CONTRACTOR

(SEAL)

By: _____
_____, _____

ATTEST:

_____, _____

EXHIBIT A

**COUNTY OF FULTON
STATE OF GEORGIA**

CONTRACTOR AFFIDAVIT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned Contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Union 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 and Georgia Department of Labor Rule 300-10-1-.02.

2.

The undersigned Contractor further agrees that, should it employ or contract with any sub-contractor(s) in connection with the physical performance of services pursuant to the contract with the City of Union City of which this affidavit is a part, the undersigned Contractor will secure from such sub-contractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the Contractor execution of the sub-Contractor affidavit required by the Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar sub-Contractor affidavit. A form of such sub-Contractor's affidavit is attached hereto as Exhibit "B". In the event that a sub-Contractor has no employees and does not hire or intend to hire employees for the purpose of satisfying or completing the terms and conditions of this Agreement, Contractor will obtain from said sub-Contractor a form of identification authorized by law in lieu of the aforementioned affidavit. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Union City at the time the Contractor(s) is retained to perform such service.

EEV / Basic Pilot Program User
Identification Number

FURTHER AFFIANT SAYETH NOT.

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any other equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. 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).

BY: Authorized Officer or Agent _____ Date _____

Contractor's Name _____

Title of Authorized Officer or Agent of Contractor _____

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This ___ day of _____, 20__.

Notary Public

My commission expires: _____

EXHIBIT B

COUNTY OF FULTON

STATE OF GEORGIA

SUBCONTRACTOR AFFIDAVIT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned subcontractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which has engaged in the physical performance of services under a contract with _____ (name of Contractor) on behalf of the City of Union 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 and Georgia Department of Labor Rule 300-10-1-.02.

EEV / Basic Pilot Program
User Identification Number

FURTHER AFFIANT SAYETH NOT.

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any other equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. 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).

BY: Authorized Officer or Agent

Date

Subcontractor

Name _____

Title of Authorized Officer or Agent of Contractor _____

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me
this _____ day of _____, 20____.

Notary Public

My commission expires: _____

APPENDIX C

Cost Proposal

Total Contract Value for ALL Requirements including G & A* \$ _____

*G & A = **all** General and Administrative Costs, Profits, Travel, per Diem, and **ALL** costs associated with this Contract.

Where there is a reference in the RFB to deliverables, submission requirements or other response and contract performance discussions, said discussion may not be all inclusive of all requirements in the RFB. It is incumbent upon the Contractor to read this entire RFB carefully and respond to, and price, **all requirements** and ensure “**Total Contract Value for ALL Requirements**” above includes **all requirements**.

APPENDIX D

AFFIDAVIT OF NON-DEBARRED STATUS

The Bidder certifies that neither it nor its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the City of Union City.

If the Bidder is unable to certify to any of the statements in this certification, such Bidder or subcontractor shall attach an explanation to this Bid.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Bidder is providing the certification set out below:

The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective Contractor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.

The prospective Contractor shall provide immediate written notice to the Purchasing Agent if at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Bidder shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Bidder certification regarding debarment is affected.

Failure to fully and truthfully provide the information required, may result in the disqualification of your Bid from consideration or termination of the Agreement, once awarded. This document must be completed and included as part of the Agreement along with other required documents.

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2024.

(Legal Name of Bidder) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public

My commission expires: _____

**APPENDIX E - CONTRACT FOR
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(hereinafter called the “Principal”) and _____ (hereinafter called the “Surety”) are held and firmly bound unto the City of UNION CITY (hereinafter known as the “City”), for the use of said obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Agreement hereinafter referred to, in the full and just sum of \$_____ in lawful money of the United States of America, to be paid to said City, its successors, and assigns to which payment well and truly to made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severely, firmly by these presents.

WHEREAS, the above bound Principal has entered into a contract or contracts with the said City, bearing date of ___, 2024, for furnishing material, labor and equipment for:

UNION CITY: LONDONDERRY WAY RESURFACING AND STREETSCAPE IMPROVEMENTS PLANS

WHEREAS, it was one of the conditions of the award by said City pursuant to which said Agreement was entered into, that these presents shall be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall in all respects fully comply with the terms and conditions of said Agreement and his obligation there under, including the Specifications and Bid, therein referred to and made a part thereof, and such alterations as maybe made in said Specifications as therein provided for, and including one-year guarantee period from date of damages, injury or loss, to which the said City may be subjected by reason of any wrongdoing, misconduct by Principal’s agents, or employees, in the execution of performance of said Agreement, and shall promptly pay all just claims for damages or injury to property and for all work done, or skills, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said Principal in our about the construction or improvement contracted for this obligation to be void; otherwise, in full force and effect.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extensions of time, alterations, or additions to the terms of the Agreement or to the Work to be performed there under or the Specifications accompanying same shall in any wise 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 Agreement or to the Work or the Specifications.

This Bond shall be for the use of all persons doing Work or furnishing skill, tools, machinery, or materials under or for the purpose of this Agreement, in accordance with the provisions of the Official Code of the State of Georgia, as amended, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

The life of this Bond extends through the life of the Agreement including the sixty-day maintenance period, and until one year after the final acceptance of the Work by the City.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in duplicate, this ___ day of _____ 2024.

CONTRACTOR
(Company Name)

Attest: _____
Title: _____

By: _____ (Seal)
Title: _____

SURETY

Attest: _____
Title: _____

By: _____ (Seal)
Title: _____

BY: _____

(Local Agent's Signature)

(Name – Printed)

(Company Name)

(Address)

APPENDIX F
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ (hereinafter called the “Principal”) and _____ (hereinafter called the “Surety”) are held and firmly bound unto the City of UNION CITY (hereinafter known as the “City”), in the full sum of \$ _____ for the use and protection of said City and all subcontractors and all persons supplying labor, materials, and machinery, and equipment for the performance of the Work provided for in the Agreement hereinafter referred to, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the above bound Principal has entered into an Agreement with the said CITY, bearing date of _____, for furnishing material, labor and equipment for:

UNION CITY: LONDONDERRY WAY RESURFACING AND STREETSCAPE IMPROVEMENTS PLANS

WHEREAS, it was one of the conditions of the award by the City pursuant to which said Agreement was entered into, that these presents shall be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall promptly pay all subcontractors and all other persons supplying labor, materials, machinery, and equipment furnished for the performance of the Work provided for by said Agreement, and such alterations or additions as may be made therein or in the Plans and Specifications, then this bond to be void, otherwise, in full force and effect, and

The Surety to this bond, for value received, agrees that no change, extensions of time, alterations or additions to the terms of the Agreement or the Work to be performed there under of the Specifications accompanying the same shall in any way affect its obligation on this bond, and alterations or additions to the terms of the Agreement or the Work or to the Specification. It is agreed that this bond is executed pursuant to an in accordance with the provisions of the Official Code of the State of Georgia, as amended, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

PAYMENT BOND

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in duplicate, this ____ day of _____, 2024.

CONTRACTOR

Attest: _____
Title: _____

By: _____ (Seal)
Title: _____

SURETY

Attest: _____
Title: _____

By: _____ (Seal)
Title: _____

BY: _____

(Local Agent's Signature)

(Name – Printed or Typed)

(Company Name)

(Address)

APPENDIX G

BID BOND

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

City of Union City
5047 Union Street
Union City, GA 30291

BID

Bid Due Date: _____

Description (*Project Name and Location*): _____

BOND

Bond Number: _____

Date (*Not earlier than Bid due date*): _____

Penal Sum: _____ \$ _____
Words Figures

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, each cause this Bid Bond to be duly executed by an authorized officer, agent or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Appendix H

BID DOCUMENTS

Bid Documents may be obtained through BidNet Direct at the following link:

<https://www.bidnetdirect.com/georgia/unioncity>

CITY OF UNION CITY, GEORGIA					
PROJECT:	Londonderry Way				
BID NUMBER	RFB-PS-25-02				
ATTACHMENT 1					
SCHEDULE OF VALUES					
Item #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
ROADWAYS					
150-1000	TRAFFIC CONTROL	LS	LS		\$ -
210-0100	GRADING COMPLETE	LS	LS		\$ -
310-1101	GR AGGR BASE CRS, INCL MATL	TN	415		\$ -
441-0104	CONC SIDEWALK, 4 IN	SY	1248		\$ -
441-6012	CONC CURB & GUTTER, 24", TP 2	LF	2742		\$ -
441-0748	CONCRETE MEDIAN, 6 IN	SY	446		\$ -
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	LF	1408		\$ -
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	365		\$ -
634-1200	RIGHT OF WAY MARKERS	EA	20		\$ -
				SUBTOTAL	\$ -
DRIVEWAYS					
310-1101	GR AGGR BASE CRS, INCL MATL	TN	416		\$ -
402-3103	RECYCLED ASPH CONC 9.5MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	948		\$ -
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	166		\$ -
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	334		\$ -
413-1000	BITUM TACK COAT	GL	948		\$ -
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	181		\$ -
				SUBTOTAL	\$ -
DRAINAGE					
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	7		\$ -
668-1100	CATCH BASIN, GROUP 1	EA	6		\$ -
668-4300	STORM SEWER MANHOLE, TP 1	EA	3		\$ -
				SUBTOTAL	\$ -
EROSION AND SEDIMENT CONTROL--ALL ITEMS CONSTRUCT, MAINTAIN AND REMOVE WHERE APPLICABLE					
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	6		\$ -
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	2982		\$ -
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	6		\$ -
167-1000	WATER QUALITY MONITORING & SAMPLING	EA	1		\$ -
167-1500	WATER QUALITY INSPECTIONS	MO	3		\$ -
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	2983		\$ -
163-0232	TEMPORARY GRASSING	AC	0.45		\$ -
700-6910	PERM. GRASSING	AC	0.5		\$ -
163-0240	MULCH	TN	1		\$ -
700-7000	AGRICULTURAL LIME	TN	1.6		\$ -
700-8000	FERTILIZER MIXED GRADE	TN	0.6		\$ -
700-8100	FERTILIZER NITROGEN CONTENT	LB	25		\$ -
				SUBTOTAL	\$ -
SIGNING AND MARKING					
653-1704	THERMOPLASTIC TRAFFIC STRIPING, 24" WHITE	LF	105		\$ -
653-1804	THERMOPLASTIC TRAFFIC STRIPING, 8" WHITE	LF	500		\$ -
610-9001	REMOVE SIGN	EA	4		\$ -
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	26		\$ -
636-2080	GALV STEEL POSTS, TP 8	LF	52		\$ -
				SUBTOTAL	\$ -
UTILITIES					
670-9730	RELOCATE EXIST. WATER METER, INCL BOX	EA	2		\$ -
611-8050	ADJUST MANHOLE TO GRADE	EA	3		\$ -
611-8120	ADJUST WATER METER BOX TO GRADE	EA	4		\$ -
670-9710	RELOCATE EXIST. FIRE HYDRANT	EA	2		\$ -
				SUBTOTAL	\$ -
STREETSCAPE FURNITURE					
754-4000	WASTE RECEPTACLE UNIT	EA	6		\$ -
754-5000	BENCH	EA	3		\$ -
	EATON LIGHTING FIXTURES	EA	15		\$ -
				SUBTOTAL	\$ -
LANDSCAPE					
	LANDSCAPE	LS	LS		\$ -
				SUBTOTAL	\$ -
				GRAND TOTAL	\$ -