



**ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

**INVITATION FOR BID: 18-001**

City of Sugar Hill  
5039 W. Broad Street  
Sugar Hill, Georgia 30518

July 31, 2018

**Addendum #1 August 2, 2018**

**Addendum #2 August 27, 2018**

## ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

**This project consists of milling, patching, asphaltic crack filling and resurfacing on various City roads.**

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID.

### I. GENERAL CONDITIONS

#### A. QUALIFICATIONS

1. Bids will be considered only from experienced and well-equipped Contractor engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle them to consideration as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.
3. Status as a State D.O.T. certified contractor is one of the factors to be considered in determining qualification for this bid.
4. All questions concerning the project shall be in writing and are to be submitted to Clark Patterson Lee on behalf of the City of Sugar Hill; Attention: Jeff Mueller, P.E. via email at [jmueller@cplteam.com](mailto:jmueller@cplteam.com) by 12:00 PM on Monday, August 27, 2018.

#### B. GUARANTEE TO ACCOMPANY BID

1. Bids must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid and made payable to City of Sugar Hill. Failure to submit a bid bond will be cause for rejection.

#### C. JOINT VENTURES

1. Joint Ventures between two contractors will NOT be allowed. The General Contractor shall be required to perform 100% of the actual resurfacing/paving work and will not be allowed to sublet these items. Subletting of the additional items (milling, structure adjustment, crack filling, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

#### D. SUBMITTING BIDS

Bids will be received at the City of Sugar Hill at City Hall, 5039 W. Broad Street, Sugar Hill, GA 30518 (770-945-6716) **until 2:00 PM, Tuesday, September 11, 2018**, at which time the bids will be publicly opened and read aloud. Bids received after the designated time will not be considered.

1. Bids must be submitted in envelope with the following information clearly typed or printed on the outside:
  - City of Sugar Hill, Attn: Troy Besseche, P.E., Asst. City Manager
  - Resurfacing on Various City Roads
  - IFB 18-001
  - September 11, 2018
  - Company Name

E. AUTHORITY TO SIGN

The Bidder should insure that the legal and proper name of their proprietorship, firm, partnership or corporation is printed or typed in the space provided on the Schedule of Items.

F. RIGHTS RESERVED

1. City of Sugar Hill reserves the right to reject any or all Bids, to waive informalities and to re-advertise. It is understood that all Bids are made subject to this agreement, that City of Sugar Hill reserves the right to decide which Bid it deems lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed.
2. Bidders are advised to examine the Plans and Specifications carefully and to make examinations of the Site of the proposed work as are necessary to familiarize themselves with local conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. City of Sugar Hill will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. Any unauthorized additions; conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.
4. No Bids may be withdrawn after submission for a period of 60 days after the date set for opening thereof.
5. City of Sugar Hill reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any department or obligation to City of Sugar Hill, Georgia.
6. Individuals, firms and businesses seeking an award of a City of Sugar Hill contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative.

G. AWARD OF CONTRACT

1. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to City of Sugar Hill, price and other factors considered. The City is to make the determination.
2. A Contract will be an "Open End" type to provide for the requirements of City of Sugar Hill on an as needed basis. As it is impossible to determine the exact quantities of items and the roads, parking areas, etc., to receive these items, either for resurfacing or new roads, the quantities of items may be increased or decreased as required to satisfy the needs of the City. It is anticipated that the quantities referenced in these bid documents are approximate and subject to change.
3. Prior to award of the contract, the successful bidder will be required to submit a construction schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner on all of the City of Sugar Hill resurfacing contracts for which they are the successful bidder **in order to substantially complete work prior to June 28, 2019 with final completion by July 26, 2019**. A bidder's failure to demonstrate the ability to proceed as required may result in the award to the next low, responsive and responsible bidder, as deemed in the City's best interest.
4. Prior to execution of a contract, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount, must be provided by the successful Bidder by a surety company qualified to do business in the State of Georgia and satisfactory to City of Sugar Hill. Bonds given shall meet the

requirements as listed in this Bid package. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of coverage of the insurance required within ten days after the date of Notice of the Contract may be just cause for the annulment of the award and for the forfeiture of the guaranty to City of Sugar Hill, not as a penalty, but an liquidation of damages sustained. Failure to progress in a timely manner after beginning may also be just cause for such which annulment of award. At the discretion of the City, re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

#### H. TERM

This contract shall commence upon Notice to Proceed. All work must be completed by **July 26, 2019**. However, for any order to pave and/or resurface any given roads, parking areas, etc., mailed or received, if forwarded by other means than through the mail to the Contractor on or before the Contract expiration date, the Contractor will be required to perform such work within a time agreed to by both parties and at the Contract unit prices.

#### I. RETAINAGE

Retainage on work completed will be withheld by City of Sugar Hill at the rate of 5% of the gross value of the completed work, indicated by current estimates, until all pay items are substantially completed.

#### J. LOCATION AND SITE

1. The site of the proposed work is at the stated location(s) within City of Sugar Hill, Georgia. A list of proposed roads is included in these specifications.
2. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications, as indicated on the drawings or as directed by the engineer.
3. The Contractor, before submitting a bid, is advised to visit the site, and acquaint themselves with the actual conditions and the location of any or all obstructions that may exist on the site.
4. The Contract Documents contain the provisions required for the completion of the work to be performed pursuant to this Contract. Information obtained from an Officer, agent, or employee of City of Sugar Hill or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to so familiarize themselves shall in no way relieve any Bidder from any obligation in respect to their Bid.
5. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

#### K. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by City of Sugar Hill.

#### L. MATERIALS

All materials furnished and/or installed by the Contractor shall be furnished only by Georgia Department of Transportation certified source and shall be within the limits, tolerances, formulae, etc., as established by the Georgia Department of Transportation.

M. INSPECTION

City of Sugar Hill does not commit to have a full time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and/or testing will in no way relieve the Contractor of their responsibility to provide quality workmanship in accordance with the Specifications. Any test ordered under the supervision of the City that fail to meet standards and replacement is required will be at the contractor's expense.

N. GENERAL BOND REQUIREMENTS

1. Bid Bonds - Amount of bond should be 5% of contract amount for each section bid. City of Sugar Hill form attached. Failure to use City of Sugar Hill Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
4. Bonding Company must be authorized to do business by the Georgia Secretary of State and by the Georgia Insurance Department.
5. An original/certified copy of the Bonding Company's Certificate of Authority must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding Company must have a minimum AM Best rating of A-6 or higher.
7. Bonding Company must be listed in the Department of the Treasury's publication of companies holding Certificates of Authority as acceptable surety on Federal Bonds and as acceptable reinsuring companies. (Dept. Circular 570; 1992 Revision).

O. CONTRACT REQUIREMENTS

1. Successful vendor is required to do the following within ten (10) days of Notice:
  - a) Return to Assistant City Manager contract documents executed by the authorized representative and attested by the corporate secretary treasurer.
  - b) Provide Insurance certificates as specified in the bid documents.
  - c) Provide bonding as required by the bid documents.
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to the City of Sugar Hill, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

## II. SPECIAL PROVISIONS

### A. AREAS OF WORK

1. The area of work for resurfacing will be within the limits defined on the “2018 Roadway Improvement”.

### B. GEORGIA DEPARTMENT OF TRANSPORTATION

Unless otherwise directed, all work performed under contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 2013 Edition, and any supplemental specification (Published and unpublished) modifying them except as noted below and in the special provisions.

#### 1. Modifications of Standard Specifications

Section 101.14 COMMISSIONER	Delete in its entirety
Section 101.22 DEPARTMENT	Delete as written and substitute the following: THE CITY OF SUGAR HILL
Section 101.24 ENGINEER	The Assistant City Manager of the City of Sugar Hill, acting directly or through their duly authorized representative.
Section 101.26 EXTENSION AGREEMENT	Delete in its entirety
Section 101.28 FORCE ACCOUNT	Delete in its entirety

### C. FEDERAL REGULATIONS

The Contractor must be in compliance with all applicable Federal regulation.

### D. RECORDS

The Contractor is required to maintain and make available to City of Sugar Hill and auditors, complete records of the work covered, for the life of the contract and for three years thereafter. All tickets must show the road name where the mix was used.

### E. ANTI-STRIPPING ADDITIVE

The asphaltic cement used in all asphaltic concrete mixtures shall have a heat stable anti-stripping additive in accordance with Section 828.2A of the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 2013 Edition.

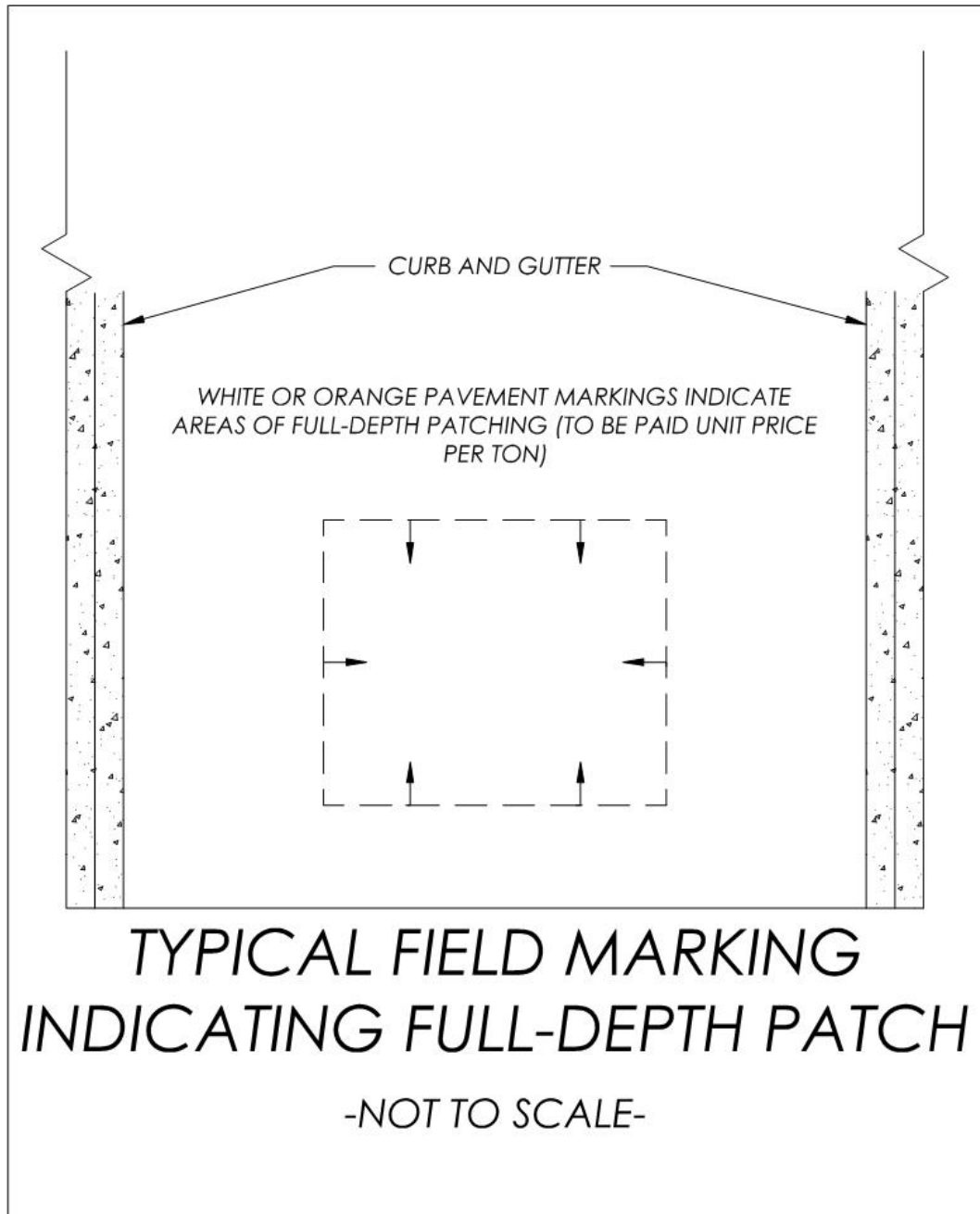
### F. GENERAL CONSTRUCTION GUIDELINES

1. The General Contractor shall be required to perform 100% of the actual resurfacing paving work and will not be allowed to sublet this item. Contractor must demonstrate successful experience in placing at least 25,000 tons of surface mix using their own labor and equipment over the past 5 years, with at least 5,000 tons being on a single project. Subletting of the additional items (milling, structure adjustment, crack filling, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

2. The contractor shall be required to give 24-hours notice to City of Sugar Hill or it's Representative before proceeding with paving on any road.
3. The contractor shall be required to email a work schedule every Thursday during the course of the resurfacing contract to City of Sugar Hill or its representative. This paving schedule shall outline the anticipated work activities planned for the following week and locations in which this work will take place.
4. Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate tripod-mounted road construction signs on each residential road they are resurfacing. These signs will remain in place until approved for removal by the Engineer.
5. Control and testing of materials will be the contractors' responsibility for all mix provided in accordance with sections 106, 400, 402 and related special provisions of the Georgia Department of Transportation Standard Specifications. The cost of such testing shall be included in the unit price of the material being used, and no additional compensation will be made.
6. All driveways and intersections shall be tied-in with surface mix at the time of paving for a sufficient distance to provide a smooth transition from the new pavement to the existing surface. Unless approved by the Engineer, all intersections will be pulled back a minimum of a spreader length (12'). Speed humps shall be tied-in as stated above, to a distance of 12" – 18" from the edge of the humps. The tied-in area shall be cleaned and tacked prior to paving, and the material placed and compacted in such a manner to eliminate edge raveling.
7. City of Sugar Hill does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Lack of inspection and/or testing by the City will in no way relieve the Contractor of their responsibility to provide quality workmanship in accordance with the Specifications.
8. On roads to be resurfaced the contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by the Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
9. On roads without curb and gutter, where the contractor is directed by the Engineer not to perform the Shoulder Reconstruction pay item; the contractor shall be required to knock down any windrows created by the clipping operation. This work shall be done following resurfacing, at such time that the mix has sufficiently cured to prevent damage. Such work shall be incidental to the cost of the resurfacing work being performed and no additional payment shall be made.
10. Any excess tape, not covered by pavement marking, must be removed.

#### G. ROAD PATCHING

1. Road Patching, as described herein, shall apply to the removal and replacement of failed areas, as indicated by the Engineer, on roads scheduled for resurfacing.
2. The City has pre-marked the areas to be patched with white paint. The city has established an estimated quantity to structure bid determination.



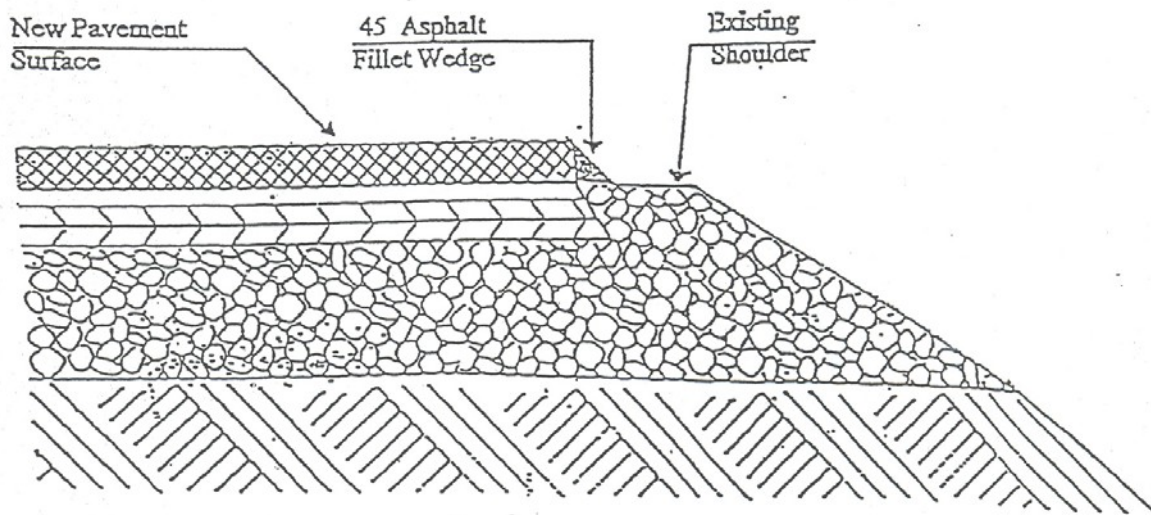
3. The Contractor will give the City at least 24 hours notice before proceeding on patching a particular road.
4. The required procedures for patching Bituminous Asphaltic Concrete roads shall be as follows:



- a) Areas to be patched shall be milled using an approved machine.
  - b) Material shall normally be removed to a required depth as defined in section L. Where existing pavement thickness causes more than the required depth to be removed, the additional depth shall be inspected and approved by the Engineer prior to placing the asphalt. Less milling may be allowed but must be approved by the Engineer prior to placing the asphalt.
  - c) Where unsuitable material exists below the required depth, the contractor will notify the Engineer prior to placing asphalt; so a decision can be made as to the method of dealing with the unsuitable material. When directed by the Engineer, the Contractor shall remove the unsuitable material, and replace it with Graded Aggregate Base, which will then be leveled to the appropriate grade.
  - d) The base and edges around the patch shall be tack coated using approved material.
  - e) Patch material, Bituminous Asphaltic Concrete, shall be compacted using approved equipment. Prior to starting any work, the City shall approve the job mix design.
  - f) The existing pavement surface shall be cleaned to remove all loose patching related materials, upon completion of the day's work, using suitable equipment.
5. The above patching operations shall be paid for as follows:
- a) Bituminous Asphaltic Concrete Roads: Will be paid at the Unit price bid for Asphalt Concrete Patching, 19mm Superpave, and shall cover all work required; including milling, removal and disposal of all existing material disturbed during the patching operation and any new loose material not incorporated into the patching on the same day; applying tack coat; placing and compacting new material and all required traffic control.
  - b) The placing and leveling of Graded Aggregate Base, where necessary, will be paid for at the bid unit price per ton of "Graded Aggregate Base".
6. City of Sugar Hill reserves the right to perform any patching using in-house labor, as deemed practicable.

#### H. ASPHALTIC CONCRETE PAVEMENT EDGE FILLET

- This work shall consist of constructing a 45-degree asphaltic concrete fillet along the pavement edge (see diagram below), on each road being resurfaced, where curb and gutter is not present or residential road posted 25 mph. This fillet wedge shall be mechanically constructed at the time each pavement course is placed, by an attachment to the spreader or other method approved by the Engineer. The wedge should extend at a 45-degree (or flatter) angle from the top edge of each paving course to the existing earth shoulder grade.
- Any additional labor or equipment necessary to place this asphalt fillet shall be considered incidental to the resurfacing operation, and no additional compensation will be made with the exception of the extra asphalt material being paid for at the bid unit price for the particular material being used.



*ASPHALTIC CONCRETE PAVEMENT FILLET WEDGE*

TAKEN FROM: The Elimination or Mitigation of Hazards Associated with Pavement Edge Drop Off's During Roadway Resurfacing.

BY: Jack B. Humphreys  
J. Alan Parham

## I. SHOULDER RECONSTRUCTION

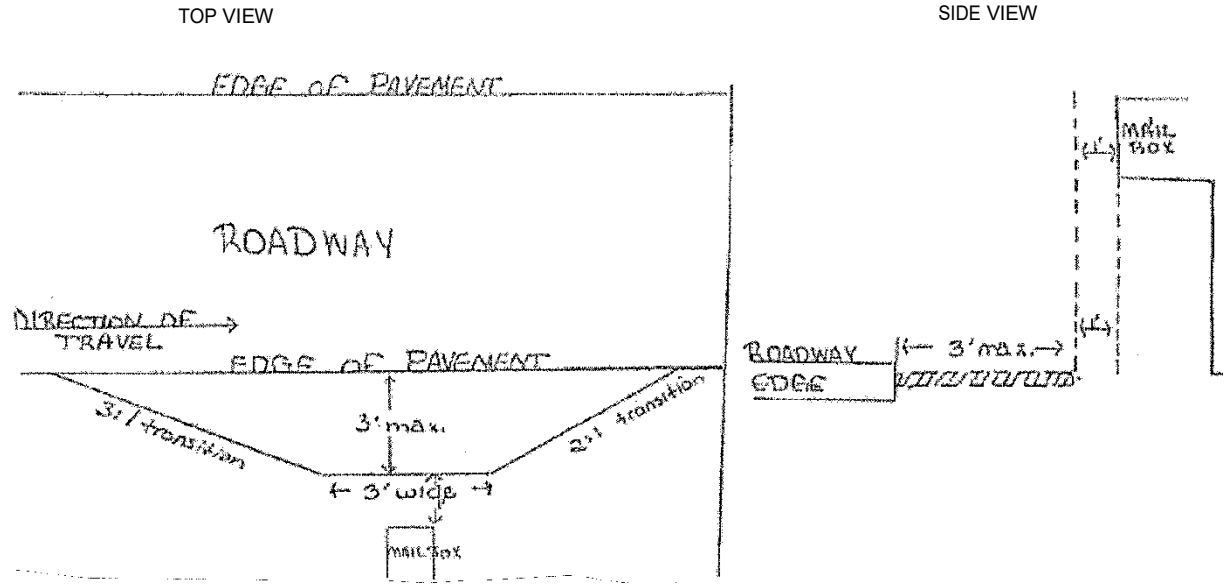
1. In general, the Shoulder Reconstruction work described herein shall be performed by the Contractor on every road they resurface where curb and gutter is not present; unless otherwise directed in writing by the Engineer. This work shall consist of preparation, construction, grading, hydro-seeding and maintaining grass shoulders adjacent to the pavement edge, on those particular roads designated in this contract. Unless specified otherwise within these special provisions, all work shall be in accordance with the Georgia Department of Transportation Standard Specifications.
2. On roads designated for Shoulder Reconstruction, the Contractor shall erect "Low Shoulder" signs at the time the resurfacing operation begins. These signs shall be mounted on posts, and shall remain in place until release is authorized by the Engineer.
3. The required procedures for Shoulder Reconstruction shall be as follows:
  - a) After asphalt has sufficiently cured to prevent damage, but not to exceed 15 working days, the contractor shall re-grade the entire shoulder area along the road to dress the edge of the pavement. The contractor shall then place "Select Material-Class I or II" (Sec. 209.2.C.) in sufficient quantity to meet the lines and grades specified herein. Contractor will be required to provide this material, from off-site and haul it to the job site with all associated costs included in the bid unit price for "Shoulder Reconstruction".
  - b) The materials shall then be thoroughly incorporated into the existing shoulder to a depth of at least 6", and then mixed until the materials are uniform and homogenous throughout. Any material, which could interfere with mixing, planting and maintaining will be considered unsuitable and must be removed by the Contractor.
  - c) Contractor shall then use the material to construct a shoulder which is level with the new pavement for a distance of at least two-feet from the edge of pavement, and then tapered down to the existing ground line at a slope no steeper than 2:1. All work will be done within the City's right-of-way, and the distance from the edge of pavement to the new toe of slope will not exceed fifteen feet.
  - d) The Contractor will be responsible for the relocation of any mailboxes except permanent structures such as brick which are affected by the reconstruction work, and for saw cutting and removing affected portions of asphalt and concrete driveways. However, the Contractor will not be responsible for removing or relocating any drainage structures, or for replacing any sections of concrete driveways with concrete.
  - e) Contractor shall then roll the constructed shoulders and slope using approved equipment, with an effort sufficient to provide stabilization while allowing penetration and growth of the hydro seeding.
  - f) The entire area will then be raked either by hand or a mechanical rake, and all loose asphalt, as well as any material, which cannot be re-worked into the slopes, will be picked up and hauled off by the contractor. Contractor shall remove all shoulder dirt, which was placed on driveways. When directed by the Engineer, the Contractor shall place graded aggregate base on existing unpaved driveways for a distance of approximately 3-5 feet from the new edge of pavement. Payment for placing and spreading this material will be included in the bid unit price for Graded Aggregate Base.
  - g) All constructed areas shall then be hydro seeded with seed, fertilizer and wood fiber mulch, in accordance with Section 700; and maintained by the Contractor until sufficient permanent growth cover is established, including regrading and reseeding, if necessary, at no additional cost to City of Sugar Hill. In particular areas subject to high volumes of water runoff, the contractor will, when directed by the engineer, install erosion control netting, to help establish vegetation. Cost of this material and its installation shall be incidental to shoulder reconstruction, with no additional

compensation paid. NOTE: If the timing of the shoulder reconstruction and seeding operation is such that it is not the proper season to plant permanent grass, the contractor shall plant temporary annual rye grass to obtain stability. The affected area must then be sown with permanent material, as required, as soon as possible during the next growing season at no additional cost to City of Sugar Hill.

4. In addition to the above shoulder construction; where there is no curb and gutter, and mailboxes are set back sufficiently to allow construction, asphaltic concrete mailbox turnouts shall be constructed to the dimensions and specifications shown on the Mailbox Turnout details. Grading and preparation of mailbox turnout areas will be considered incidental to the overall contract, and no additional compensation will be made for this work.
5. On roads where existing asphalt is widened to allow a 2-foot paved shoulder, in addition to the shoulder reconstruction specified herein, the preparatory work required for the paving operation will be considered incidental to Shoulder Reconstruction.
6. All above work will be paid for as Shoulder Reconstruction-Per Shoulder Mile, and shall include, but not be limited to; all labor, materials and equipment required for preparation and dressing of all areas, removing and resetting affected mailboxes, the saw cutting, removal and disposal of affected driveway areas, hauling additional or excess material, grading and rolling shoulders, hydro seeding, erosion control, required traffic control and necessary maintenance to insure sufficient grass cover. This pay item will be measured in linear miles per side of road. This includes earth medians.

NOTE: Asphalt Concrete materials used in construction of paved shoulders and mailbox turnouts will be paid for at the bid unit price per ton for the particular material type used.

L. MAILBOX TURNOUTS



General Notes

1. Area involved will be graded and compacted to a depth of 2".
2. 2" asphaltic concrete topping will be placed and rolled.
3. Turnout will extend to within one foot of front of mailbox structure, up to a maximum of 3' wide from edge of pavement.
4. Turnout will be tapered out on a 3:1, and back to roadway on a 2:1 to allow adequate transition.
5. Any excess material will be picked up and hauled off.
6. Preparation and grading work will be considered incidental to the overall contract, and not additional compensation will be made. All asphalt will be paid at the contract unit price for mix used.

J. ASPHALT-RUBBER CRACK FILL

- 1 This work shall consist of cleaning and filling cracks in existing asphaltic concrete pavement with rubber asphalt in advance of resurfacing, at locations designated by the Engineer.
- 2 All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications-Section 407 for type M crack filling.
- 3 The contractor will give the City a minimum of 24 hours' notice before proceeding on crack filling a particular road.
- 4 This process is intended for use on roadways in advance of overlay, on cracks at least 1/4" in width. It is estimated that there is approximately 15000 linear feet of cracking to be filled per mile of roadway (1500 lin. ft. per 0.1 mile).
- 5 Payment will be per mile for all two-lane roads regardless of their width. Any multi-lane road will be paid per lane mile multiplied by the numbers of every two lanes. Payment shall include cleaning and filling of the cracks, as well as required traffic control and other items incidental to the crack-filling operation. Example – A two lane road one mile long would be paid at ONE MILE.
- 6 If necessary to prevent the Asphalt-Rubber Fill from being picked up; clean, dry sand shall be spread by hand or mechanically over the filled areas. Sand shall only be applied to those areas that are tacky, and the amount shall be the least needed to prevent picking up. No extra payment for this work or material will be made.

K. HOT MIX RECYCLED ASPHALTIC CONCRETE

1. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications-Section 402 except where otherwise noted herein:
2. References to "The Department" shall be taken to mean City of Sugar Hill or its representative.
3. References to "The Laboratory" shall be taken to mean either the Georgia Department of Transportation's Materials Lab, or a private testing consultant firm approved by City of Sugar Hill.
4. It shall be the responsibility of the Contractor to determine the actual composition of the RAP material and to fabricate from that the final asphaltic concrete design(s) and grade of asphalt cement necessary to meet the performance requirements of these Specifications. The contractor shall be responsible for performing daily testing on plant produced asphalt mixes as described in the 2013 Edition of the Georgia Department of Transportation Standard Specifications section 400.3.06. The contractor shall provide these results to inspecting contractor designated by City of Sugar Hill by noon of the day following production. Any deficiencies in the material characteristics or performance will be corrected by the Contractor, as provided for in the Specifications, at no additional cost to the City.
5. References to "The Plans" shall be taken to mean the contents of the contract and bid documents, or written supplements to these documents.

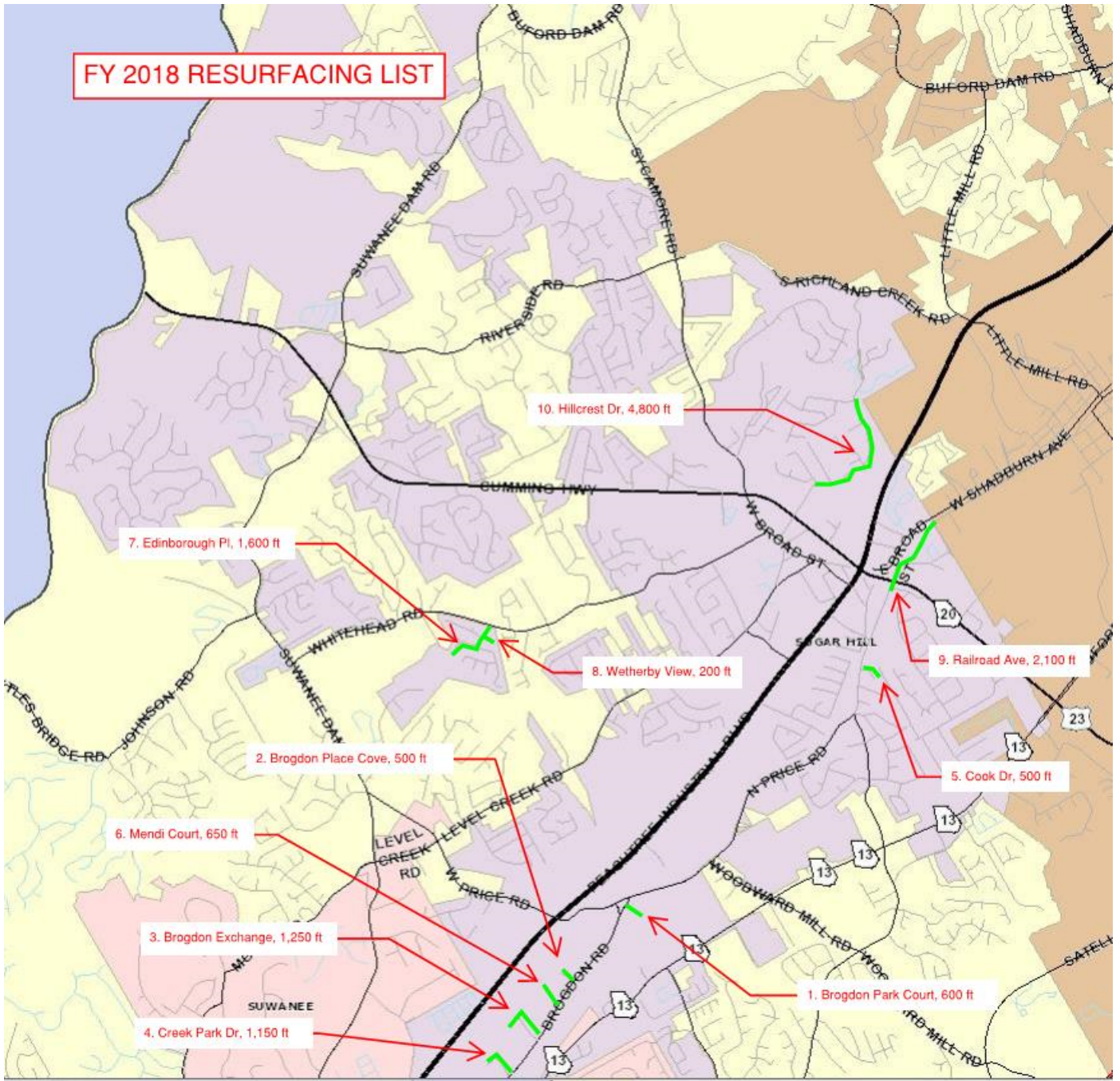
6. The City will not provide a stockpile of RAP material for the contractor to draw. If RAP material removed from City roads is insufficient or out of tolerance, the contractor shall provide materials. (NOTE: See paragraph in the General Construction Guidelines Section of the Special Provisions, regarding the City's right to reclaim material).
7. The work performed and materials furnished, as prescribed by these specifications, will be paid for at Contract Unit Price per ton for the type of mix being placed. This payment shall be full compensation for providing all materials, hauling and necessary crushing, processing, placing, rolling, and finishing of the recycled mixture, and labor, tools, equipment, and incidentals necessary to complete the work, including hauling and stockpiling of any surplus RAP material. Any milling of existing asphaltic concrete pavements required by the City, prior to placement of the RAP material, will be performed as per the Specifications for Mill Asphaltic Concrete Pavement, and paid for at the unit price for that item.

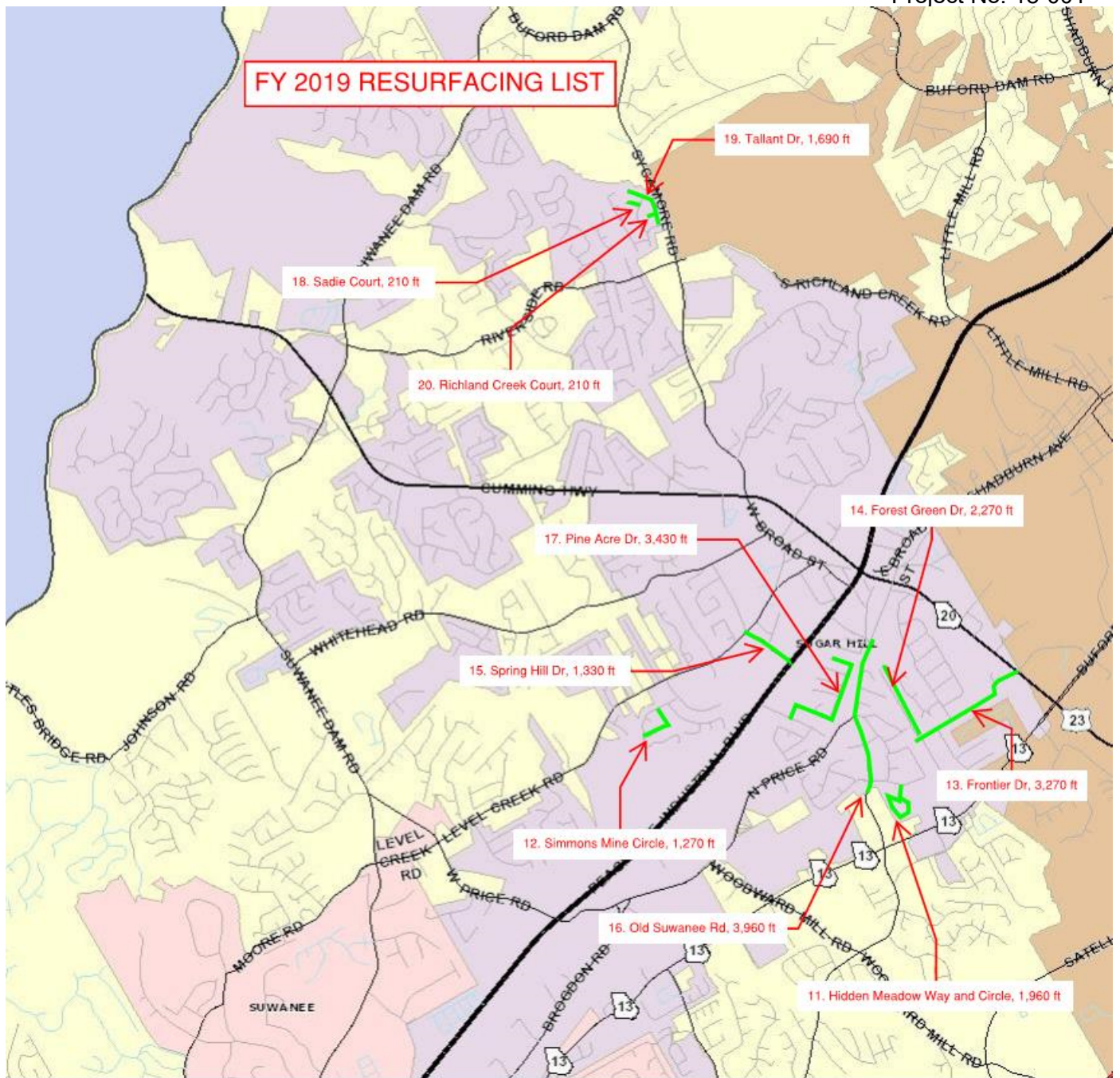
L. LOCATIONS, ESTIMATED QUANTITIES, AND TYPE OF WORK

	Road Name	From	To	Length (Feet)	Edge Milling	Full Width Milling	Patching		Crack Seal	Overlay		Stop Bar	Centerline Striping	Edgeline Striping	Shoulder Reconstruction	MH Adj	Valve Adj	comments
					Thickness below Gutter	Thickness	Thickness	Approx. Area, \$K SF	Thickness	Size, mm	Length, MI	Length, MI	Length, feet					
1	Brogdon Park Court	Brogdon Road	Cul-de-sac	600			3"	7,765	x	1.5"	12.5	x						150 SY decel lane on Brogdon Road is included in quantities and limits
2	Brogdon Place Cove	Brogdon Road	Cul-de-sac	500	1.5"		3"	6,077	x	1.5"	12.5	x						
3	Brogdon Exchange	Brogdon Road	Cul-de-sac	1,250	1.5"		3"	5,534	x	1.5"	12.5	x	0.3			2	1	
4	Creek Park Drive	Brogdon Road	Cul-de-sac	1,150	1.5"				x	1.5"	12.5	x				5	1	
5	Cook Drive	Old Atlanta Hwy	Cul-de-sac	500		1"	3"	1,206	x	1"	9.5	x			500	1		
6	Mendi Court	Brogdon Road	Cul-de-sac	650			3"	18,200	x	1.5"	12.5	x						Entire project limit is milled full depth for patching and overlay
7	Edinborough Place	Whitehead Road	Cul-de-sac	1,600	1"		2"	9,172	x	1"	9.5	x				5		
8	Wetherby View	Edinborough Place	Cul-de-sac	200	1"		2"	1,094	x	1"	9.5					1		
9	Railroad Avenue	Wages Way	Line Street / White Street	2,100	1"		3"	12,092	x	1.5"	12.5	x	0.4	0.8	4,200	2	2	
10	Hillcrest Drive	Hillcrest Glen Drive	Paramount Lane	4,800	1.5"				x	1.5"	12.5	x	1.0	1.9	1,800	7	2	
11	Hidden Meadow Way	Owen Circle	Hidden Meadow Circle	370			3"	1,917	x	1"	9.5	x					1	
11a	Hidden Meadow Circle	end	end (loop)	1,590			3"	3,394	x	1"	9.5					8	2	
12	Simmons Mine Circle	Gold Mine Drive	Gold Mine Drive	1,270	1"		2"	8,452	x	1"	9.5	x				5	1	
13	Frontier Drive	Hwy 20	end	3,270		1.5"	3"	12,416	x	1.5"	12.5	x	0.7		5,540	9	3	
14	Forest Green Drive	Frontier Drive	end	2,270		1.5"	3"	18,164	x	1.5"	12.5	x			4,540	8	1	
15	Spring Hill Drive	Level Creek Road	PIB	1,330	1.5"		3"	7,557	x	1.5"	12.5	x	0.3	0.6		1		
16	Old Suwanee Road	1st Avenue	City limits past Secret Cove Drive	3,960	1.5"		3"	10,698	x	1.5"	12.5	x	0.8	1.5	3,505	2	3	
17	Pine Acre Drive	Pinecrest Drive	end	3,430	1"		2"	9,076	x	1"	9.5	x				18	6	
18	Sadie Court	Sycamore Ridge Drive	end	210	1"		2"	1,771	x	1"	9.5	x				1		
19	Tallant Drive	Richland Creek Trail	end	1,690	1"		3"	4,683	x	1"	9.5	x				7		
20	Richland Creek Court	Tallant Drive	end	210	1"		2"	704	x	1"	9.5	x				1		



M. LOCATION MAPS





## INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - Bodily Injury by Accident - \$500,000 each accident
    - Bodily Injury by Disease - \$500,000 policy limit
    - Bodily Injury by Disease - \$500,000 each employee
2. Commercial General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- (b) Separate Owner's and Contractor's Protective policy with City of Sugar Hill (and any applicable authority) as Named Insured
- (c) The following additional coverages must apply:
  - \* 1986 (or later) ISO Commercial General Liability Form
  - \* Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
  - \* Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations))
  - \* Blanket Contractual Liability
  - \* Broad Form Property Damage
  - \* Severability of Interest
  - \* Underground, explosion, and collapse coverage
  - \* Personal Injury (deleting both contractual and employee exclusions)
  - \* Incidental Medical Malpractice
  - \* Hostile Fire Pollution Wording

3. Auto Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
- (c) Additional Insured Endorsement
- (d) Contractual Liability

4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability  
(Higher limit may be required depending on the extent of contract)

- (a) The following additional coverages must apply
  - \* Additional Insured Endorsement
  - \* Concurrency of Effective Dates with Primary
  - \* Blanket Contractual Liability
  - \* Drop Down Feature
  - \* Care, Custody, and Control - Follow Form Primary
  - \* Aggregates: Apply Where Applicable in Primary
  - \* Umbrella Policy must be as broad as the primary policy

5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount

6. City of Sugar Hill (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

7. The cancellation provision should provide 30 days' notice of cancellation.

8. Certificate Holder should read:

City of Sugar Hill  
5039 W. Broad Street  
Sugar Hill, Georgia 30518

9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-6 or higher.  
Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division.  
European markets including those based in London and domestic surplus lines markets that operate on a non-admitted

basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better.

10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the City to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City of Sugar Hill as to form and content has been filed with City of Sugar Hill. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
16. The Contractor shall agree to waive all rights of subrogation against the City, the City Council, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

#### Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.

**CONTRACTOR CONTRACT  
ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

This **AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between City of Sugar Hill, Georgia (Party of the First Part, hereinafter called the "Owner"), and, (Party of the Second Part, hereinafter called the "Contractor").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon Notice to Proceed. All work must be completed by **July 26, 2019 (Final Completion)**.

**2. ATTACHMENTS:**

Copies of the Contractor's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

**3. PERFORMANCE:**

Contractor agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the Owner shall pay the Contractor for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Contractor within thirty days following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Contractor.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Contractor agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Contractor. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor.

**6. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. AGREEMENT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, providing that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11 SEVERABILITY:**

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

**12. GOVERNING LAW:**

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Sugar Hill, Gwinnett County, Georgia.

**13. MERGER CLAUSE:**

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF SUGAR HILL, GEORGIA

By: \_\_\_\_\_  
Steve Edwards, Mayor  
City of Sugar Hill

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Jane Whittington, City Clerk  
City of Sugar Hill

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Frank Hartley  
City of Sugar Hill Attorney

CONTRACTOR: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

## **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVITS**

The City of Sugar Hill, Georgia and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

1. To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and
2. To submit such subcontractor affidavit(s) to the City when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, City of Sugar Hill shall be entitled to all available remedies, including termination of the contract and damages.

Required Affidavits are included on the following pages.



### CONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Sugar Hill, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. 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], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

The undersigned further agrees that should it employ any new employees or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Sugar Hill, Georgia, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91, as amended, on the attached Subcontractor Affidavit. The undersigned contractor further agrees to use the federal work authorization program throughout the contract period and to maintain records of such compliance and to provide a copy of each such verification to City of Sugar Hill, Georgia, at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User  
Identification Number  
(<https://e-verify.uscis.gov/enroll/>)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

Note: 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 (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## SUBCONTRACTOR AFFIDAVIT & AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Sugar Hill, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. 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], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

Note: 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 (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

**PRIME CONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor : \_\_\_\_\_

Project Name : \_\_\_\_\_

Project Number (if applicable) : \_\_\_\_\_

Name and Title of Signer (Print or Type): \_\_\_\_\_

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

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

## **SUBCONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES**

---

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Name of Subcontractor: \_\_\_\_\_

Project Name : \_\_\_\_\_

Project Number (if applicable) : \_\_\_\_\_

Name and Title of Signer (Print or Type): \_\_\_\_\_

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

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

CITY OF SUGAR HILL, GEORGIA

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

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

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

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

hereinafter called Principal, and

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

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

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

City of Sugar Hill  
(Name of Obligee)

5039 W. Broad Street, Sugar Hill, Georgia 30518  
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any

way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

CITY OF SUGAR HILL,  
ATTEST:

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

\_\_\_\_\_  
(Principal)  
By: \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)  
\_\_\_\_\_  
(Address)

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

ATTEST:

\_\_\_\_\_  
Resident Agent  
(SEAL)

\_\_\_\_\_  
(Surety)  
By: \_\_\_\_\_  
(Attorney-in-Fact)

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

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

<b><u>BONDING AGENT CONTACT INFO</u></b>	
Print Name _____	Company _____
Name _____	E-Mail _____
Phone _____	

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

CITY OF SUGAR HILL,

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

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

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

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

hereinafter called Principal, and

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

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

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

City of Sugar Hill  
(Name of Obligee)

5039 W. Broad Street, Sugar Hill, Georgia 30518  
(Address of Obligee)

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

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

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

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)



CITY OF SUGAR HILL,  
GEORGIA ATTEST:

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

(SEAL)

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

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

ATTEST:

\_\_\_\_\_  
Resident Agent

(SEAL)

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

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

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

(Attorney-in-Fact)

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

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_ Company \_\_\_\_\_

Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

CITY OF SUGAR HILL,

## LIST OF SUBCONTRACTORS

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

NAME AND ADDRESS	TYPE OF WORK

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

## REFERENCES

City of Sugar Hill requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name \_\_\_\_\_  
Brief Description Of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
2. Company Name \_\_\_\_\_  
Brief Description Of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_
  
3. Company Name \_\_\_\_\_  
Brief Description Of Project \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

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

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

**BID FORM****ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

ITEM #	GDOT #	DESCRIPTION	UNIT	APPROX. QTY	UNIT PRICE	TOTAL
1	310-1101	Graded Aggregate Base	Ton	50		
2	402-3100	9.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat (SP Type I, BL1)	Ton	<del>4,000</del> <b>1,800</b>		
3	400-3205	12.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat (SP GP 2, BL1)	Ton	<del>2,500</del> <b>4,800</b>		
4	402-3190	19mm Recycled Asph. Conc.- Patching including Bituminous Material, Lime and Tack Coat (SP GP 1 or 2)	Ton	2,500		
5	407-0050	Asphaltic Rubber Crack Fill	MI	7.0		
6	432-0204	Full Width Mill Asph Conc Pmnt, 1" Depth	SY	1,500		
7	432-0206	Full Width Mill Asph Conc Pmnt, 1-1/2" Depth	SY	13,000		
8	432-0212	Full Width Mill Asph Conc Pmnt, 3" Depth	SY	8,000		
9		<del>4' 6' Wide Edge Mill Asph Conc Pmnt, 1" Depth against Gutter Section</del>	SY	<del>8,000</del> <b>12,000</b>		
10		<del>4' 6' Wide Edge Mill Asph Conc Pmnt, 1-1/2" Depth against Gutter Section</del>	SY	<del>14,000</del> <b>21,000</b>		
11	611-8050	Adjust Manhole to Grade	EA	83		
12	611-8140	Adjust Water Valve to Grade	EA	23		
13	653-1501	Thermoplastic Solid White, 5-in.	LF	26,000		
14	653-1502	Thermoplastic , Solid Yellow, 5-in.	LF	35,000		
15	653-1704	Thermoplastic , White, 24-in.	LF	750		
16	654-1001	Raised Pmnt. Markers, TP 2	EA	600		
17	653-0120	Thermoplastic, Arrow, TP 2	EA	2		
18	210-0201	Shoulder Reconstruction	LF	21,000		
				<b>TOTAL</b>	\$	-

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

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.

BID SCHEDULE

Note: City of Sugar Hill requires pricing and terms remain firm for the duration of this contract. This contract shall commence upon Notice to Proceed. All work must be completed by **July 26, 2019**. Failure to hold pricing firm for the duration of this contract will be sufficient cause for City of Sugar Hill to declare bid non-responsive.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
<u>1</u>	<u>8/2/2018</u>	_____	_____
<u>2</u>	<u>8/27/2018</u>	_____	_____
_____	_____	_____	_____

Certificate Of Noncollusion In Bid Preparation \_\_\_\_\_  
Signature Date

In Compliance With The Attached Specifications, The Undersigned Offers And Agrees, If This Bid Is Accepted By The City of Sugar Hill Within Sixty (60) Days Of The Date Of Bid Opening, To Furnish Any And All Of The Items Upon Which Prices Are Quoted, At The Price Set Opposite Each Item, Delivered To The Designated Point(S) Within The Time Specified In The Bid Schedule.

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. Further, all bidders should identify which of the three statutory employee-number categories they represent:

- \_\_\_ 100 or more employees
- \_\_\_ fewer than 100 employees

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within City of Sugar Hill? Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

City of Sugar Hill, Georgia

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_

(Corporation, Partnership or Individual)

hereinafter called Principal, and

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

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

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

City of Sugar Hill  
(Name of Obligee)

5039 W. Broad Street, Sugar Hill, Georgia 30518  
(Address of Obligee)

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

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

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

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

**City of Sugar Hill, Georgia**

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. §§ 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

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

ATTEST:

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

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

By: \_\_\_\_\_

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

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

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

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

ATTEST:

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

\_\_\_\_\_  
Resident Agent  
(SEAL)

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

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

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

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**\*\*\*ATTENTION\*\*\***

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

1. FAILURE TO SUBMIT BID BOND.
2. FAILURE TO USE CITY BID FORM & SCHEDULE.
3. FAILURE TO SUBMIT REFERENCE LIST.
4. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
5. FAILURE TO RETURN APPLICABLE ADDENDA.
6. THE CITY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.



**CITY OF SUGAR  
HILL**

**GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

**I. PREPARATION OF BIDS:**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Sugar Hill contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Assistant City Manager named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Assistant City Manager. Violations will be reviewed by the City Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

**II. DELIVERY:**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Assistant City Manager will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Assistant City Manager prior to bid submittal.

**IV. SUBMISSION OF BIDS:**

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Sugar Hill with RESURFACING ON VARIOUS CITY ROADS, the date and hour of opening, bid number and name of the bidder on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the line item identified or City of Sugar Hill reserves the right to apply deduct however it deems appropriate.

- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. City of Sugar Hill is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Sugar Hill. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

**V. WITHDRAWAL OF BID DUE TO ERRORS:**

The bidder shall give notice in writing of their claim of right to withdraw their bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the City of Sugar Hill, Assistant City Manager of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Sugar Hill discretion.

**VI. TESTING AND INSPECTION:**

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the Contractor.

**VII. F.O.B. POINT:**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

**VIII. PATENT INDEMNITY:**

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to City of Sugar Hill for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

**X. AWARD:**

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

**XI. DELIVERY FAILURES:**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Assistant City Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Assistant City Manager, shall constitute authority for the Assistant City Manager or to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Assistant City Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Assistant City Manager.

**XII. CITY FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the City unless so indicated in the invitation to bid.

**XIII. REJECTION AND WITHDRAWAL OF BIDS:**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

**XIV. CONTRACT:**

Each bid is received with the understanding that the acceptance in writing by the City of Sugar Hill of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on their part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a City of Sugar Hill "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that City of Sugar Hill requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, City of Sugar Hill shall pay to the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Sugar Hill fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of 0.5% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

**XV. NON-COLLUSION:**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**XVI. DEFAULT:**

The contract may be canceled or annulled by the Assistant City Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the Assistant City Manager, shall constitute contract default.

**XVII. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

**XVIII. TERMINATION FOR CONVENIENCE:**

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

**XIX. INELIGIBLE BIDDERS:**

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

**XX. AMERICANS WITH DISABILITIES ACT:**

All contractors for City of Sugar Hill are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), City of Sugar Hill provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of City of Sugar Hill should be directed to Tom Barber, Assistant City Manager, 5039 W. Broad St, Sugar Hill, Georgia 30518, (770) 964-2244.

**XXI. TAX LIABILITY:**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

**XXVIII. STATE LAW REGARDING WORKER VERIFICATION:**

State Law requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

By submitting a proposal to the City, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the City at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the City, signed by the contractor, and will become part of the contract.

**XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

It is the policy of City of Sugar Hill that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on City-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. The Assistant City Manager with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the City contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Assistant City Manager shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2), City of Sugar Hill may direct the contractor to terminate that subcontractor. A contractor's failure to follow City of Sugar Hill instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.