

# City of Chattahoochee Hills

6505 Rico Road  
Palmetto, Georgia 30268  
(770) 463-6572  
Tom Reed, Mayor

## **BID PACKAGE FOR**

### **2019 ROAD IMPROVEMENTS - PATCHING**

**Bid Date: Thursday, June 20, 2019, 11:00 a.m.**

#### Bidder

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

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

City, State, Zip: \_\_\_\_\_

#### NOTE TO BIDDERS

FAILURE TO RETURN ALL DOCUMENTS CONTAINED IN AND REQUIRED BY THIS BID PACKAGE SHALL RESULT IN DISQUALIFICATION OF THE BID.

## Instructions to Bidders

1. All bids must be submitted on the form provided by **City of Chattahoochee Hills**.
2. All bids must be submitted no later than 11:00 am on the bid date. All bids will be received by the City Manager. If bids are mailed or otherwise shipped, they must be received before the bid closing. No facsimile or e-mail bids will be accepted. **City of Chattahoochee Hills** will not accept any bids received after the bid closing time.
3. All bids must be executed by an officer of the company legally authorized to execute documents and to bind the company financially. The corporate seal, if appropriate, must be affixed to the bid.
4. Submit two copies of the bid package in a sealed envelope with the project name, bid date and company name clearly marked on the outside of the envelope. All bids must be marked to the attention of the Dana Wicher.
5. All bids shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the bid for the complete work. The Bid Bond shall be forfeited to **City of Chattahoochee Hills**, Georgia, as liquidated damages if the Bidder fails to execute the Contract and provide Performance and Payment Bonds within fifteen (15) calendar days after being notified that he has been awarded the Contract. The Bid Bond shall be in the form of a surety issued bond made payable to the **City of Chattahoochee Hills**. The Surety Company shall be licensed to do business in the State of Georgia and listed in the Department of the Treasury Circular 570, latest edition. The Surety Company shall have an A.M. Best Company minimum rating of "A" with a financial size of VI (6) or better.
6. No telephone inquiries will be addressed regarding this bid. No verbal response will be made to any requests for information. Any procedural questions must be submitted in writing to:

Dana Wicher, Procurement Officer  
City of Chattahoochee Hills  
6505 Rico Road  
Chattahoochee Hills, Georgia 30268  
Phone: (404) 463-6572

7. Any questions regarding the project scope, plans, and/or specifications must be submitted in writing no later than seven (7) days prior to the bid date. A written response, if required, will be provided to all known bidders in the form of written addenda. All addenda so issued shall become a part of the contract documents. Submit all technical questions to:

Wayne Smith, PE  
D. W. Smith Design Group, Inc.  
23 Hampton Street  
McDonough, Georgia 30253
8. The Bidder, before making his bid, shall examine the drawings, specifications, and the project site(s) and shall make such examinations on the ground as may be necessary to thoroughly familiarize himself with the nature and extent of the proposed construction and with all local conditions affecting the work. The Bidder shall also accept the premises in its present condition and carry out all work in accordance with the requirements of the specifications and as shown on the drawings. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain information on local conditions or general laws or regulations pertaining thereto. At the time of opening of bids, each Bidder will also be presumed to have read and to be thoroughly familiar with the drawings, contract documents (including all addenda), and the construction specifications. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect of his bid.
9. The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall

apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

10. The contract will be awarded to the responsive, responsible Bidder submitting the lowest base bid complying with the conditions of the invitation to bid. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. Any decisions of **City of Chattahoochee Hills** regarding the bid and selection process are final.
11. Prior to execution of the contract documents, a certificate of insurance will be required to be provided to the Owner. Coverage must be maintained for the duration of the project. Each policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **City of Chattahoochee Hills**. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Contractor shall maintain limits no less than the following:

**General Liability** - \$1,000,000 General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

**General Aggregate** - \$3,000,000

**Automobile Liability** - \$1,000,000 Automobile Liability combined single limit per accident, for bodily injury, and property damage, when applicable.

**Worker's Compensation and Employer's Liability** - \$1,000,000 Employers' Liability limit per accident and Worker's Compensation as per statutory requirements.

This description needs to be on the Certificate of Insurance: "**Project 19-0620 for City of Chattahoochee Hills** – Owner, Construction Manager and Engineer are listed as additional insureds with respects to the general liability. Contractor shall hold harmless, defend and indemnify the Owner, Construction Manager and/or Engineer for any loss caused by in whole or in part by the Contractors negligence."

## **Project Specifications**

**Project Scope:** The project consists of “deep patching” (mill & inlay) repair of various roads as outlined below. All milling quantities are based on the use of a 4’ wide milling head. All patching asphalt quantities are based on an average depth of 3.5” of asphalt binder. Precise locations have not been determined but will be marked in conjunction with Contractor prior to commencement of actual work. The tonnage shown for each road is an estimate and may be adjusted as required to match field conditions.

**Location #1 – Rico Road:** This section lies between South Fulton Parkway and Hutcheson Ferry Road and is 3.5 miles in length. The majority of project patching will be performed on this road section. The estimated quantity is 1850 tons.

**Location #2 – Hutcheson Ferry Road:** This work consists of minor deep patching in three primary portions of the road between Atlanta Newnan Road and Cochran Mill Road. The estimated quantity is 100 tons.

**Location #3 – Cochran Mill Road:** This work consists of minor deep patching of the road between Wilkerson Mill Road and Hutcheson Ferry Road. The estimated quantity is 150 tons. It is noted that this section of road is planned for future full depth reclamation due to existing condition. Based on low traffic volumes, the identified areas will be patched to help extend the life of those sections until further repairs can be programmed.

**Location # 4 – Rivertown Road:** This work consists of minor deep patching of the road between Campbellton-Redwine Road and Cochran Mill Road. The estimated quantity is 150 tons.

**Location # 5 – Campbellton-Redwine Road:** This work consists of minor deep patching of the road near the intersection with Rivertown Road. The estimated quantity is 25 tons.

**Location # 6 – Atlanta Newnan Road:** This work consists of minor deep patching of the road near the intersection with Rico Road. The estimated quantity is 25 tons.

**Contract Time:** The contractor shall complete the project work within forty-five (45) calendar days from Notice to Proceed.

**Engineer:** The project will be overseen by **City of Chattahoochee Hills** and/or D. W. Smith Design Group. **City of Chattahoochee Hills** will retain the services of a Professional Engineer for project management, testing and inspection. Any reference hereinafter to Engineer shall be deemed to mean **City of Chattahoochee Hills** or their designated representative. The Engineer will assume all the duties and responsibilities and will have the rights and authority assigned to Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

**Base Bid:** The contractor shall submit pricing in accordance with the attached Bid Schedule to complete the work in accordance with the approved Plans and Specifications. Bid shall indicate pricing for base bid and any alternates.

**Bid Award:** The **City Council** will review the bids and select the lowest and most responsive/responsible bidder. **City of Chattahoochee Hills** reserves the right to reject any and all bids. The bid submitted must remain valid for a period of 60 days from bid date.

**Preconstruction Conference:** A Preconstruction Conference will be held with the selected contractor prior to issuing a Notice to Proceed. The Preconstruction Conference will allow for discussion of schedule, traffic control, inspection and notification requirements, utility issues, etc. that may be applicable. The selected contractor must submit a proposed project schedule that outlines the sequence and scheduling of project activities, including a traffic control plan and any proposed subcontractors to be utilized on this project. The date and time of the Preconstruction Conference will be determined by **City of Chattahoochee Hills** after bid award.

All workmanship and materials must comply with applicable GDOT Specifications (latest edition) and GDOT Construction Standards and/or Details.

**Maintenance During Construction:** The contractor is responsible for maintenance of the project area from the beginning of construction operations until final acceptance in accordance with Section 104.05, 105.14, and 107.13.

**Utility Coordination:** The contractor is responsible for complying with all “Call Before You Dig” laws and requirements. The contractor must notify **City of Chattahoochee Hills** if any discrepancies or conflicts are found. The contractor shall notify any affected utility owners in accordance with Section 107.21 prior to beginning construction.

**Inspection of the Work:** The contractor must provide access to the work for inspection by representatives of **City of Chattahoochee Hills** as per Section 105.11. **City of Chattahoochee Hills** has contracted with D. W. Smith Design Group to perform certain inspection and testing services. The contractor must contact Project Engineer, Wayne Smith of D. W. Smith Design Group, or his representative, at least 48 hours prior to beginning construction.

**Traffic Control:** The safety of the traveling public is paramount and must be provided for in accordance with Subsections 107.07, 107.09, and Section 150. The contractor must prepare and submit a traffic control plan in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways – 2009 Edition, Rev. 2 (MUTCD).

**Subcontractors:** The contractor shall submit a list of any proposed subcontractors at the Preconstruction Conference for approval. The list shall indicate Name, Address, contact person for the company, and the area(s) of work that they are planned to accomplish.

**Erosion Control:** All erosion control items must be from a GDOT approved source. The contractor must notify the Local Government of the 24-hour contact person, including telephone number and the project “Competent Person” in accordance with NPDES requirements, as applicable.

**Payment:** Contractor to submit pay request to **City of Chattahoochee Hills**. **City of Chattahoochee Hills** agrees to review and process pay requests within 30 days from receipt. A total of 10% of progress payments (if applicable) will be retained until final acceptance by **City of Chattahoochee Hills** has occurred.

**Materials:** All materials used in this subject Work shall be preapproved by the Engineer prior to construction. All materials must comply with the Georgia Department of Transportation’s Qualified Products List, as applicable.

## **Contract Documents:**

Included in Bid Package:

- Bid Package (Including: Instructions to Bidders and Project Specifications)
- Bid Schedule
- Agreement/Contract
- Georgia Security and Immigration Compliance Act Contractor Affidavit
- SAVE Affidavit
- Bid Bond
- Payment Bond
- Performance Bond

Included by Reference: (\*Use latest revision of the following GDOT Specifications.)

Sec. 150 – Traffic Control  
Sec. 400 – Hot Mix Asphaltic Concrete Construction (Off System)  
Sec. 402 – Hot Mix Recycled Asphaltic Concrete (Off System)  
Sec. 413 – Bituminous Tack Coat  
Sec. 802 – Aggregate for Asphaltic Concrete  
Sec. 819 – Fiber Stabilizing Additives  
Sec. 820 – Asphaltic Cement  
Sec. 824 – Cationic Asphalt Emulsion  
Sec. 883 – Mineral Filler

## **BID SCHEDULE**

MADE TO: **City of Chattahoochee Hills**  
6505 Rico Road  
Palmetto, Georgia 30268  
(770) 463-6572  
Tom Reed, Mayor

PROJECT NAME: **2019 Road Improvements**

The undersigned, as Bidder, hereby declares that the only person or persons, company, or parties interested in this bid is or are names herein; and that this bid is made without connection with any other person, company, or parties making bid; and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work, has read and understands the plans, specifications, and contract documents relative thereto and has read all special provisions and addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions and requirements pertaining to the work.

The Bidder proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the contract specified and to furnish all labor, tools, equipment, and incidentals necessary to complete the work in full and in accordance with the information shown, noted, described, and reasonably intended requirements of the contract documents. The Contractor shall be responsible for ordering materials in a timely manner to insure no delay in progress of the work. The Contractor shall submit the invoices, tickets, or any and all other documentation that may be acceptable to the Owner for their payment.

Bidder accepts all of the terms and conditions of the instructions to bidders, including without limitation, these dealing with the disposition of the bid security. The bidder agrees that, at the time of signing the contract, he will furnish the **performance bond** and **payment bond** in the forms attached hereto, each in the amount of one hundred percent (100%) of the contract price. Bidder will also furnish all of the required insurance certificates.

The undersigned agrees to furnish all labor, equipment, and materials necessary to complete the work shown, indicated and specified in the plans, specifications, and bid schedule.

**CITY OF CHATTAHOOCHEE HILLS**

**SCHEDULE OF ITEMS**

CONTRACT ID:

PROJECT: **Various locations as noted**

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 ROADWAY						
1005	150-1000 TRAFFIC CONTROL	LUMP SUM				
1007	**402-1802 RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME, 19 MM SUPERPAVE @ 3.5"	2300 TN				
	SECTION 0001 TOTAL					

**TOTAL PRICE, LABOR AND MATERIALS \$ \_\_\_\_\_**  
**(SUBTOTAL)**

**\*\*NOTE: ALL PATCHING QUANTITIES BASED ON 4' MILLING WIDTH.**

**BID ALTERNATE #1 \$ \_\_\_\_\_ (INDICATE ADD+ OR DEDUCT-)**  
**HAUL 30 LOADS ASPHALT MILLINGS FROM DEEP PATCHING TO CITY HALL, 6505 RICO ROAD, FOR CITY USE. EXACT LOCATION SHOWN BY CITY STAFF AT PRECONSTRUCTION CONFERENCE.**

**TOTAL PRICE, LABOR AND MATERIALS \$ \_\_\_\_\_**  
**(BASE BID + BID ALTERNATE)**



**CITY OF CHATTAHOOCHEE HILLS**

Bidder hereby agrees to commence work under this contract within thirty (30) calendar days after notice to proceed and to complete the project within 45 calendar days. If the work is not completed by the time stipulated in the Contract or within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the current addition of the GDOT Standard Specifications.

Receipt is acknowledged of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_

Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all formalities.

Respectfully submitted,

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

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

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

CORPORATE SEAL

\_\_\_\_\_  
City/State/Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Telephone

(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

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

## **AGREEMENT / CONTRACT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between **City of Chattahoochee Hills**, hereinafter called the "Owner" and \_\_\_\_\_, hereinafter called the "Contractor".

### **WITNESSETH**

That the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **5.01. WORK**

The Contractor shall perform all work as specified or indicated in the contract documents for the completion of the project generally described as RICO ROAD, BEING:

**Location #1 – Rico Road:** This section lies between South Fulton Parkway and Hutcheson Ferry Road and is 3.5 miles in length. The majority of project patching will be performed on this road section. The estimated quantity is 1850 tons.

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#### **5.02. ENGINEER**

The project will be overseen by **City of Chattahoochee Hills** and/or D. W. Smith Design Group. **City of Chattahoochee Hills** will retain the services of a Professional Engineer for project management, testing, and inspection. Any reference hereinafter to Engineer shall be deemed to mean **City of Chattahoochee Hills** or their designated representative. The Engineer will assume all the duties and responsibilities and will have the rights and authority assigned to Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

### **5.03. CONTRACT TIME**

The Contractor will commence the work required by the contract documents within forty-five (45) calendar days after the date of the notice to proceed and will complete the same within the time frame specified in the bid schedule, unless the period for completion is extended otherwise by the contract documents.

### **5.04. CONTRACT PRICE**

The Contractor agrees to perform all the work described in the contract documents and comply with the terms therein for the base bid for the sum of

\_\_\_\_\_ and / or as shown in the bid schedule.

### **5.05. PAYMENTS**

It is hereby mutually agreed that the Owner is to pay, and the Contractor is to receive the prices bid in the proposal herein contained, or hereto annexed, as full compensation for furnishing all materials, testing, quality control, supplies, machinery, equipment, tools, apparatus, and other means of construction, maintenance, and repairs, and all management, supervision, and labor, and perform all construction maintenance and repair necessary to complete the work under the conditions herein specified and for fully complying with the terms and conditions of this contract; provided that any increased cost to the Contractor due to any subsequent levy of Federal or State tax against any item entering into the work of this contract exclusive of profits, may be reimbursed to the Contractor by the Owner as provided hereunder.

### **5.06. PROGRESS AND FINAL PAYMENTS**

Owner shall make progress payments on account of the contract price on the basis of Contractor's application for payment as approved by the Engineer, within **thirty (30)** days following receipt of approved request during construction. All progress payments will be on the basis of the progress of the work, less 10% retainage.

### **5.07. CONTRACT DOCUMENTS**

The contract documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- A. Bid Package (Including: Instructions to Bidders and Project Specifications)
- B. Bid Schedule
- C. Agreement / Contract
- D. Georgia Security & Immigration Compliance Act Contractor Affidavit
- E. SAVE Affidavit
- F. Performance Bond

## G. Payment Bond

### **5.08. MISCELLANEOUS**

- A. Terms used in this agreement/contract are defined in the general conditions and shall have the meanings described therein.
- B. Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- C. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- D. Contract documents constitute the entire agreement/contract between Owner and Contractor and may be altered, amended, or repealed only by a duly executed written instrument, in the form of a change order.

### **5.09. RECORD DRAWINGS**

If applicable, the Contractor shall submit an accurate set of up to date "RECORD" as-built drawings to the Engineer if the work is revised from the original plans and approved by the Engineer. The contractor shall mark all the changes on the contract drawings showing revisions with all measurements and calculations that apply.

### **5.10. ADDITIONAL REQUIREMENTS**

The Contractor shall have and prepare all items related to submittals and/or keep any and all contract documents separate for each road. All load tickets, invoices and submittals shall be separated and properly prepared to indicate Road name and contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement/contract the day and year first above written. The City Council authorized the Mayor to execute this agreement/contract the same being recorded in Minutes of the Meeting of the City Council dated\_\_\_\_\_.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original.

_____	<b>City of Chattahoochee Hills</b>
CONTRACTOR	OWNER
_____	_____
Signature	
_____	_____
Typed Name	
_____	_____
Title	
_____	_____
Date	Date
Attest:	Attest:
By _____	_____
Secretary	Clerk

(SEAL)

**SAVE AFFIDAVIT  
CONTRACT WITH A LOCAL GOVERNMENT**

**STATE OF GEORGIA  
CITY OF CHATTAHOOCHEE HILLS**

By executing this affidavit under oath, as an applicant for **City of Chattahoochee Hills**, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with **City of Chattahoochee Hills**:

\_\_\_\_\_  
*(Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity)*

As a representative of: \_\_\_\_\_  
*(Name of the business, corporation, partnership, or other private entity)*

- (1) \_\_\_\_\_ I am 18 years of age or older.
- (2) \_\_\_\_\_ I am a United States citizen.
- (3) \_\_\_\_\_ I am a legal permanent resident. My Alien Registration Number is \_\_\_\_\_.
- (4) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

Printed Name/Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires:

**\*Note:** O.C.G.A. § 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their Alien Registration Number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their Alien Registration Number. Qualified aliens that do not have an Alien Registration Number may supply another identifying number: \_\_\_\_\_.

**GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **City of Chattahoochee Hills** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-9 1 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Contractor

**2019 Road Improvements**

Name of Project

**City of Chattahoochee Hills, Georgia**

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ (month) \_\_\_\_\_ (date), \_\_\_\_\_, in \_\_\_\_\_ (city), Georgia.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principals, hereinafter called Contractor, and \_\_\_\_\_, hereinafter called Surety, a corporation duly organized under the laws of the State of Georgia, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **City of Chattahoochee Hills, Georgia**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (in words), (\$\_\_\_\_\_) (in figures), or **five percent (5%)** of the amount bid, whichever is less, for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor is about to submit, or has submitted to **City of Chattahoochee Hills, Georgia**, a proposal for furnishing materials, labor, and equipment for:

**City of Chattahoochee Hills – 2019 Road Improvements**

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Contractor shall within fifteen (15) 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 Chattahoochee Hills, Georgia**, and executed a sufficient and satisfactory Performance Bond and payment Bond payable to **City of Chattahoochee Hills, Georgia**, each in an amount of 100% of the total contract price, in the form and with security satisfactory to said **City of Chattahoochee Hills, Georgia**, and otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Contractor to comply with any or all of the foregoing requirements within the time specified above, immediately pay to **City of Chattahoochee Hills, 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.

IN WITNESS WHEREOF, the Contractor and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor Signature (SEAL)

\_\_\_\_\_  
Surety Signature (SEAL)

Attest:

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

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



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principals, hereinafter called Contractor, and \_\_\_\_\_, a corporation duly organized under the laws of the State of Georgia, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **City of Chattahoochee Hills, Georgia,** hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (in words), (\$ \_\_\_\_\_) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated \_\_\_\_\_ with the Owner for \_\_\_\_\_ in accordance with drawings and specifications prepared by **City of Chattahoochee Hills** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect; subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
  1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials

were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any 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.

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the City or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United State District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Principal (Bidder) (SEAL)

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest:

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

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature  
Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY  
**City of Chattahoochee Hills, Georgia.**  
(Bond must not be dated prior to date of Agreement.)

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_ as Principals, hereinafter called Contractor, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto **City of Chattahoochee Hills, Georgia**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (in words), (\$ \_\_\_\_\_) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated \_\_\_\_\_ with the Owner for \_\_\_\_\_ in accordance with the Bid Document and specifications prepared and issued by **City of Chattahoochee Hills, Georgia** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Principal (Bidder) (SEAL)

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

Attest:

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

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature  
Attorney-in-Fact

\_\_\_\_\_  
Typed Name

(Attach Certified & Dated Copy of Power of Attorney)

DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY

**City of Chattahoochee Hills, Georgia.**

(Bond must not be dated prior to date of Agreement.)

**PROJECT NOTES**  
**2019 Road Improvements**

NOTE: All edge of pavement clipping will be performed by the City and will be coordinated at the Preconstruction Conference. All pavement patching in this Contract is estimated and quantities will be used at the discretion of the Engineer.