



SERVICES AGREEMENT
Citywide Street Sweeping

This Services Agreement (“Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004 hereinafter referred to as the “City”), and **SWEEPING CORPORATION OF AMERICA, INC.**, a Tennessee corporation, having its principal place of business in Georgia at 6150 Nichols Drive, Mableton, GA 30126 (herein after referred to as the “Consultant”), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, City desires to retain a consultant to provide services in the completion of a Project (defined below); and

WHEREAS, Consultant has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

Section 1. Agreement. The Agreement shall consist of this Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit “A”** – Scope of Work (Includes ITB and Consultant’s Response)
- Exhibit “B”** – Insurance Certificate
- Exhibit “C”** – Contractor Affidavit
- Exhibit “D”** – Subcontractor Affidavit

In the event of any discrepancy in or among the terms of the Agreement and the Exhibits hereto, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

Section 2. The Work. A general description of the Project is as follows: provide Citywide Street Sweeping services of the roadways, medians, and curb and gutter as stated in the specifications as provided in **Exhibit “A”** (the “Project”). The work to be completed under this Agreement includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit “A”**, attached hereto and incorporated herein by reference (the “Work”). Unless otherwise stated in **Exhibit “A”**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

Section 3. Contract Term; Termination; Schedule. Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner. The term of this Agreement shall commence as of the Effective Date and shall terminate on September 30, 2024 (“Term”) (provided that certain obligations will survive termination/expiration of this Agreement), with the option for two (2) separate additional one-year terms, which if such one-year terms are offered then a “change order” to this Agreement will be issued for each one-year term extension. The Parties acknowledge the Term of this Agreement is greater than one year, and thus the Parties hereby agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on the final day of each fiscal year during the Term, and further, that this Agreement shall automatically renew on the first day of each subsequent fiscal year during the Term absent City’s provision of written notice of non-renewal to the Company at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by City (if such transfer of

title is applicable to this Agreement). City may terminate this Agreement for convenience at any time upon providing written notice thereof to the Consultant. In the event of termination by the City, and provided that no damages are due to City for Consultant's breach of this Agreement, City shall pay Consultant for Work performed to date in accordance with the *price per curb mile* as set forth in Section 5 herein.

The Work shall consist of one full sweep on each quarter of each fiscal year during the Term herein. Each sweep shall commence within (ten) 10 days following a notice to proceed from the City. Any additional and/or emergency sweeping and debris removal services which the City may designate are included and priced as specified in **Exhibit "B"**. The Consultant shall response to each emergency response within two (2) hours following notification thereof.

Section 4. Work Changes. Any changes to the Work requiring an increase in the total original contract price appropriated for the Work during the Term hereunder, which shall be SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) ("Maximum Contract Price"), shall require a written change order executed by the City in accordance with its purchasing regulations. No change order shall exceed a ten percent (10%) variance to the Maximum Contract Price.

Section 5. Compensation and Method of Payment. The total amount paid *per annum* under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00), (the "Annual Contract Price"). The Annual Contract Price shall include four (4) city-wide sweeps – one sweep occurring each quarter during each fiscal year throughout the Term - totaling \$16,536.44 (based on the mileage shown in **Exhibit "A"**) with the remaining \$3,463.56 to be available in the event the City requires emergency call outs. The compensation for Work performed shall be based upon a per curb mile price of \$87.55 per curb mile, and any additional emergency call outs shall be based upon a per curb mile price of \$165.00.

City agrees to pay Consultant for the Work performed upon certification by City that the Work was actually performed in accordance with the Agreement. No payments will be made for unauthorized work. Compensation for Work performed shall be paid to Consultant upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents required by the Agreement or requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted.

Section 6. Covenants of Consultant.

A. Licenses, Certification and Permits. Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

B. Expertise of Consultant; City's Reliance on the Work. Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant acknowledges and agrees that the acceptance or approval of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards.

C. Consultant's Reliance on Submissions by City. Consultant must have timely information and input from City in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

D. Consultant's Representative; Meetings. Matt Graham / Jordan Hart [INSERT NAME] shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement. Consultant shall meet with City's personnel or designated representatives to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the City.

E. Assignment of Agreement. Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of, this Agreement, without the prior express written consent of the City.

F. Responsibility of Consultant and Indemnification of City. Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

G. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring and payment of consultants, agents or employees to complete the Work, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. Inasmuch as City and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.

H.1 Insurance. Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts required by **Exhibit "A"**, as shown on **Exhibit "B"**, attached hereto and incorporated herein by reference. Consultant shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or umbrella policies, and except where such requirement is specifically waived in writing by the City, Consultant shall ensure that its insurer waives all rights of subrogation against the City for losses arising from Consultant's Work and that the City and its officials, employees or agents are named as additional insureds.

H.2 Bonds. A performance and payment bond in the amount equal to the Maximum Contract Price herein shall be required.

I. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Consultant shall provide evidence on City-provided forms, attached hereto as **Exhibits "C" and "D"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing. Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "C"**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "D"**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor. Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **[CHECK ONE]**

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. 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.

J. Ethics Code; Conflict of Interest. Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Consultant and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Consultant and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

K. Confidentiality. Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information.

L. Authority to Contract. The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

O. Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

Section 7. Miscellaneous.

A. Entire Agreement; Counterparts; Third Party Rights. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Consultant submits to the jurisdiction and venue of such court. During the Term of this Agreement, Consultant shall maintain a business license with the City, unless Consultant provides evidence that no such license is required. Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*).

C. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

D. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

E. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities.

F. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Consultant represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. The Parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Contractor have executed this Agreement, effective as of the Effective Date first above written.

CONTRACTOR: SWEEPING CORPORATION OF AMERICA, INC.,

Signature: 

Print Name: Matthew Spencer

Title: **[CIRCLE ONE]**
President/Vice President **Chief Operations Officer** (Corporation)

[CORPORATE SEAL]
(required if corporation)



Attest/Witness:

Signature: 

Print Name: Daniel Nauert

Title: Vice President
(Assistant) Corporate Secretary (required if corporation)/Vice President

CITY OF MILTON, GEORGIA

By: Joe Lockwood, Mayor

[CITY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: City Clerk

Approved as to form:

City Attorney

EXHIBIT "A"



**CITY OF MILTON
INVITATION TO BID
(THIS IS NOT AN ORDER)**

Bid Number: 22-PW01	Project Name: Citywide Street Sweeping
Due Date and Time: September 22, 2021 Local Time: 2:00 p.m.	Number of Pages: 103

ISSUING DEPARTMENT INFORMATION	
Issue Date: September 2, 2021	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Fax: 678-242-2499 Website: www.cityofmiltonga.us

INSTRUCTIONS TO BIDDERS	
<p>Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.cityofmiltonga.us</p> <p>If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.</p>	<p>Mark Bid Submittal: Bid Number: ITB 22-PW01 Name of Company or Firm</p>
	<p>Special Instructions: Deadline for Written Questions September 14, 2021 at 5:00 p.m.</p> <p>Submit questions online via the BidNet Direct procurement portal at www.cityofmiltonga.us</p>

BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder Federal I.D. Number:	Bidder E-mail Address:

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

Table of Contents

<u>Topic</u>	<u>Page</u>
Definitions	3
Invitation to Bid	4
Schedule of Events	6
Bidding Instructions (What must be submitted)	7
Insurance/Bond Requirements	8
Bid Form and Addenda Acknowledgement	13
Bid Bond (3 pages)	15
Qualifications Signature and Certification	18
Corporate Certificate	18
List of Subcontractors	19
Contractor Affidavit and Agreement (eVerify)	20
Disclosure Form	21
Project Specifications	22
Bid Schedule Forms (2 pages)	30
General Conditions	32
EPD Air Quality Rules	38
Sample Contract Agreement	39

DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

ENGINEER: The City of Milton Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LM: Lineal Mile

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials



Invitation to Bid 22-PW01

The City of Milton is accepting sealed bids from qualified firms for the Citywide Street Sweeping for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications (current edition), and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on September 22, 2021**. Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at www.cityofmiltonga.us.

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004.

***Pending updates relating to COVID-19 the City may conduct the bid opening via a virtual meeting. Responding bidders will be emailed a meeting link should the need to hold this type meeting arise. Any other interested members of the public may attend.*

Bids received after the above time **will not** be accepted.

Questions must be also be submitted online in the same manner listed above for bids. **Deadline for questions is September 14, 2021 at 5:00 p.m.** Official answers to questions and potential change (Addendums) to the ITB (Addendums) will be posted at the same web locations as the ITB on or about *September 16, 2021*. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (22-PW01) and bid name (Citywide Street Sweeping) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The selected contractor must be able to start work within ten (10) calendar days after the “Notice to Proceed” is issued. The time of completion for the project is to be determined prior to the issuance of the “Notice to Proceed.” If weather (beyond normal) affects the required completion schedule, The City and selected contractor will negotiate a new completion date. Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	<u>September 2, 2021</u>
Deadline for Receipt of Written Questions	<u>5 PM on September 14, 2021</u>
Posting of Written Answers by City to Websites on or about	<u>September 16, 2021</u>
ITB DUE	No Later than 2:00 P.M. on <u>September 22, 2021</u>
Tentative Contract Award (on/about)	October 4, 2021
Notice to Proceed (on/about)	<i>To be coordinated with the Contractor</i>

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.cityofmiltonga.us>) FOR ADDENDA AND SCHEDULE UPDATES.

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	13-14
3	Bid Bond (3 pages)	15-17
4	Qualifications Signature and Certification	18
5	List of Subcontractors	19
6	Contractor Affidavit and Agreement (eVerify)	20
7	Disclosure Form	21
8	Bid Schedule Forms (2 pages)	30-31

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a unit price “purchasing contract” with one firm to be the primary supplier of the Citywide Street Sweeping, ITB 22-PW01. This will be an initial three (3) year contract with the possibility of two (2) additional one-year renewable contracts.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time with 30 days written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

EVALUATION

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.

- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
 - (a) General Liability and Automobile Liability Coverage.
 - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any

time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds 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 in this Agreement, including but not limited to naming the Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Milton. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the base bid price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A BID

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number: ITB 22-PW01
Citywide Street Sweeping**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$ (Five Percent of Amount Bid).

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

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
_____	_____
_____	_____

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

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

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____



**[BIDDERS MUST RETURN THESE SHEETS WITH BID RESPONSE]
BID BOND
CITY OF MILTON, GEORGIA**

BIDDER (Name and Address):

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

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

City of Milton, Georgia
ATTN: Purchasing Office
2006 Heritage Walk
Milton, Georgia 30004

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____
(Words) (Figures)

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

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title:

By: _____
Signature and Title:
(Attach Power of Attorney)

Attest: _____
Signature and Title:

Attest: _____
Signature and Title:

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.

(2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or

3.2 All Bids are rejected by the City; or

3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

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

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

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



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____

_____(Seal)
(Signature)



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

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

Company Name: _____



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

**STATE OF GEORGIA
CITY OF MILTON**

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 the City of Milton 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. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

eVerify Number

Date of Authorization

Name of Contractor

Citywide Street Sweeping
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on _____, ____, 20__ in _____(city), _____(state).

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 _____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

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

Name of Bidder _____

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

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

Amount/Value

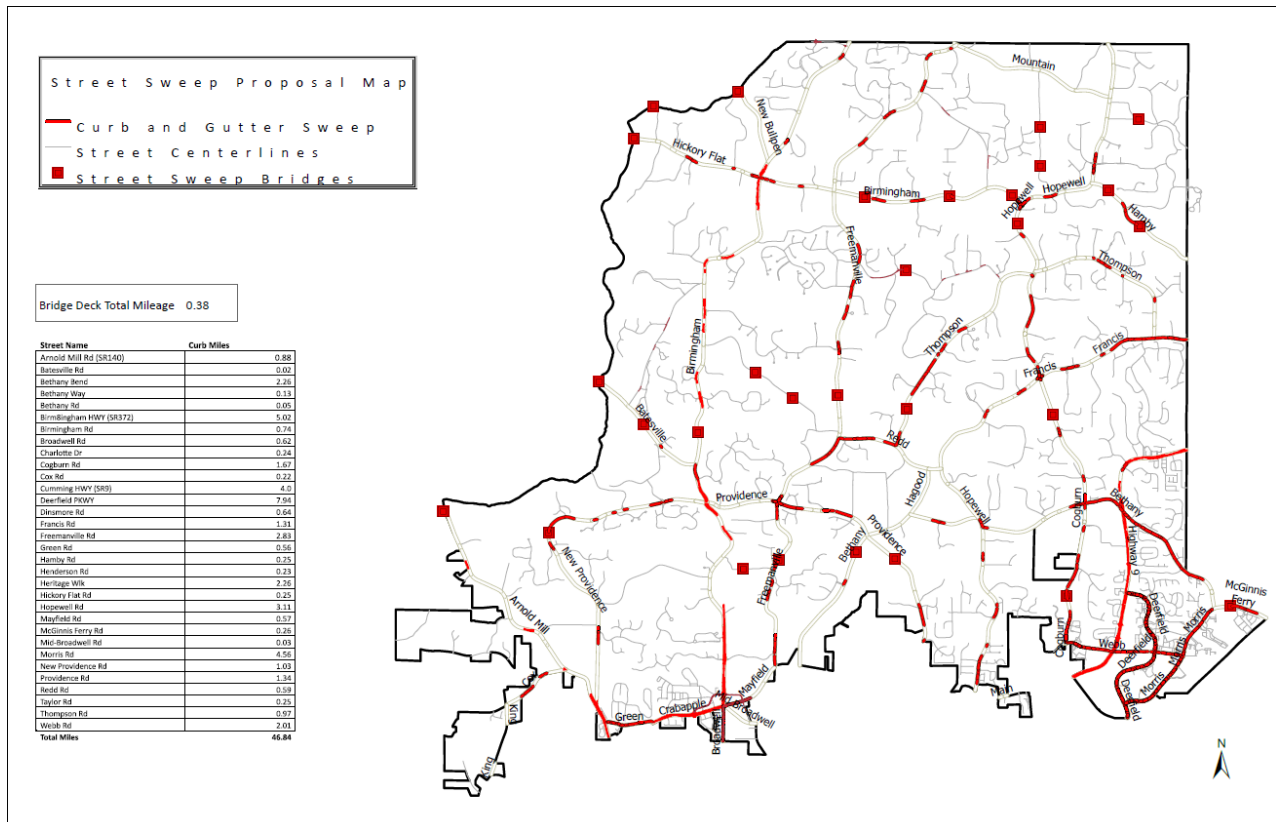
Description

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

SCOPE

The City of Milton is seeking bids for street sweeping and debris removal services throughout designated areas within the City of Milton. This will be a three (3) year contract with the option of two (2) additional one year contracts. The sweeping will be done on a quarterly basis each year. Each quarter the Contractor will be responsible for sweeping a total mileage of approximately 47.22 curb miles of roads/streets within the city. All bids for these services will be submitted as a Cost-Per-Curb-Mile Unit Cost. Bids will also include a Cost-Per-Curb-Mile for any additional and or emergency sweeping and debris removal services which the City may designate. Prospective bidders are encouraged to visit the streets to help in determining the scope of work, site conditions, workspace, equipment access, etc.

PROJECT MAP



Link to downloadable map

<https://www.cityofmiltonga.us/Home/ShowDocument?id=3232>

<u>Street Name</u>	<u>Curb Miles</u>
Arnold Mill Rd (SR140)	0.88
Batesville Rd	0.02
Bethany Bend	2.26
Bethany Way	0.13
Bethany Rd	0.05
Birmingham Hwy (SR372)	5.02
Birmingham Rd	0.74
Broadwell Rd	0.62
Charlotte Dr	0.24
Cogburn Rd	1.67
Cox Rd	0.22
Cumming Hwy (SR9)	4.0
Deerfield Pkwy	7.94
Dinsmore Rd	0.64
Francis Rd	1.31
Freemanville Rd	2.83
Green Rd	0.56
Hamby Rd	0.25
Henderson Rd	0.23
Heritage Walk	2.26
Hickory Flat Rd	0.25
Hopewell Rd	3.11
Mayfield Rd	0.57
McGinnis Ferry Rd	0.26
Mid-Broadwell Rd	0.03
Morris Rd	4.56
New Providence Rd	1.03
Providence Rd	1.34
Redd Rd	0.59
Taylor Rd	0.25
Thompson Rd	0.97
Webb Rd	2.01
Total Miles:	46.84

PROJECT SPECIFICATIONS

1. Contractor shall furnish all labor, manpower, supervision, mobilization, materials, vehicles, equipment, insurance, management, transportation, supplies, debris disposal, water, and any other related costs necessary to complete the services of this contract.
2. The equipment anticipated for use under this Contract, includes, but is not limited to:
 - 3-wheel or 4-wheel mechanical street sweepers, which shall be equipped with two (2) side gutter brooms and rear pickup broom
 - An air vacuum type machine with a hopper size greater than 3½ CY may be acceptable for use on this contract. The City reserves the right to request a demonstration of any questionable equipment to determine effectiveness in sweeping operations.
 - Backup sweepers
 - Truck mounted arrow boards
3. Equipment utilized for this contract shall have GPS installed to record all conducted work.
4. A dumpster will be provided at the Public Works Yard for the Contractor's trucks to unload the debris. The City will be responsible for paying the tipping fees and the removal and placement of the dumpster. The City will work with the Contractor to determine the correct size of dumpster needed. The Contractor is strictly prohibited from using this dumpster for any other dumping or disposal needs outside the scope of this contract.
5. Contractor shall be responsible to make any necessary arrangements with Fulton County or other source for water requirements for the sweeping operation. Any cost for water shall be factored into the bid unit price per sweep mile of sweeping.
6. The Contractor shall ensure extreme care is used to safeguard sidewalks, curbs, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be replaced and/or repaired at the expense of the Contractor. Any damages must be reported immediately.
7. Bidders shall submit with the bid a qualification sheet listing project(s) that meet the experience requirement along with references. List should include

project date, location, description, and contact information.

8. Where contract documents reference "The Department" or "GA Department of Transportation" or "The Engineer", it shall also mean "City of Milton."
9. All traffic control measures are the responsibility of the Contractor. Contractor shall coordinate all work with the City of Milton.

GENERAL REQUIREMENTS

Sweeping services consists of removing sand, soil, vegetation and all other debris from designated roadways, intersections, roundabouts, and bridges. Sweeping shall always be performed in the same direction as the traffic flow. Intersection areas with curbed areas may require additional passes outside of the normal sweep to thoroughly remove debris from islands and medians. Upon immediate completion of sweeping, the roadway shall be clean and free of accumulated debris, regardless of the number of sweeping passes required. Obstacles in the sweeping area, such as parked vehicles, trash containers, basketball goals, etc., are to be swept around. The area of that obstacle will not cause a reduction to the sweep miles. Contractor shall notify the City Representative of obstacles that are a recurring problem.

The Contractor will operate at or below suggested manufacturer's sweeping speed in order to remove all litter, leaves, sand, dirt, rocks, and other debris, from the entire surface being swept, in accordance with local conditions, which shall dictate the travel speed necessary to obtain the results desired by the City.

The Contractor shall sweep a minimum of 7 feet inclusive from curb face or pavement edge, toward the road center line. The Contractor shall conduct all services or operations as to cause the least possible obstruction and inconvenience to public traffic. *Note: Street sweeping equipment used in the performance of this contract shall be equipped with left- and right-wing sweeping capability, in order to sweep streets in the same direction of travel as the normal traffic flow.*

The Contractor shall remove all litter, leaves, sand, dirt, rocks and other debris from streets as outlined in the minimum specifications as part of the normally scheduled sweeping route, including material deposited as a result of inclement weather and wind, without additional compensation.

PERSONNEL

The Contractor shall demonstrate that they directly employ sufficiently licensed personnel to perform the services of this contract. Personnel should include, but are not limited to; operators, foremen, supervisors, emergency contacts including a designed Representative authorized to act on behalf of Contractor.

Contractor shall provide a local Representative who can always be contacted by the City. This person shall report daily schedules and areas swept the previous workday to the City's Representative. The Contractor's local Representative shall report any equipment leaks or spills to the City immediately. The Contractor shall be responsible for all cleanup activities immediately and shall be responsible for proper spill reporting as outlined in federal, state, and local requirements. Contractor's local Representative shall also report damage to any public or private property immediately. The Contractor is responsible for repair or replacement to damaged public or private property.

The Contractor shall provide a twenty-four (24) hour emergency contact person(s) capable of responding to City emergency responses. Emergency calls may occur at any time and may require the Contractor to divert from the regular schedule. Emergency calls will come from the City's Representative and will involve urgent scenarios where the removal of debris from man-made causes or storms is critical. Contractor is required to respond and report to the designated site of the emergency within two (2) hours notification.

SCHEDULE

Schedules may be adjusted as necessary to accommodate problem areas or other City requests. Both parties shall agree to the change and coordinate in the schedule. No work will be performed on Saturdays, Sundays or holidays, unless authorized in writing or electronically by the City's Representative.

INSPECTION AND WORK ACCEPTANCE

City Representatives will perform inspections to verify work has been satisfactorily completed based on the routine sweeping report provided. Deficiencies will be provided to the Contractor via email record for correction. Contractor shall correct deficiencies by re-sweeping the deficient area within forty- eight (48) hours of notice. Notification of completion should be sent to City's Representative for re-inspection. Re-Inspection: If continual or chronic re-inspections are required in excess of two (2) occurrences per month due to deficiencies, the City will conduct a progress meeting to discuss the deficiency and corrective action, and Contractor will be put on notice that continued deficiencies will be cause for Contractor to be in default of contract.

PROSECUTION AND PROGRESS

Sweeping shall begin no later than TEN (10) calendar days from the issuance of Notice to Proceed.

If weather (beyond normal) affects the required completion schedule, the City and selected contractor will negotiate a new completion date.

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on Sunday or national holidays (i.e. Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, and New Year's etc.), unless otherwise approved by the City.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

EQUIPMENT

The Contractor shall demonstrate to the City that they possess sufficient supply of street sweepers and other necessary equipment to handle the volume of work in this contract. The Contractor shall provide all information including make, model, year on the equipment as part of this bid package. The Contractor shall display the company name and phone number on equipment. The equipment shall be equipped with dust control, an operating flashing beacon, an arrow board, and back- up alarm. Dust control and proper lighting must be used for all sweeping cycles. The sweeping equipment shall comply with all Federal, State and local noise ordinances. The Contractor's equipment shall meet all OSHA and State safety requirements pertaining to this service. The Contractor shall keep a sufficient supply of spare brooms and parts to ensure continuous operation. Worn brushes and brooms shall be routinely replaced and adjusted to ensure maximum efficiency.

DEBRIS AND DISPOSAL

A dumpster will be provided by the City at the Public Works Yard (16050 Old Bullpen Rd, Milton, GA) for the trucks to unload debris. The City will be responsible for paying the tipping fees and the removal and placement of the dumpster. The City will work with the Contractor to determine the correct size of dumpster needed. The

Contractor is strictly prohibited from using this dumpster for any other dumping or disposal needs outside the scope this this contract.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

SPILL PREVENTION AND RESPONSE

The Contractor shall comply with all applicable Federal, State and local codes and other requirements related to the National Pollutant Discharge Elimination System (NPDES) and dust control. The Contractor shall maintain all equipment to prevent and repair potential leaks of fluids onto roadways. Contractor shall provide the City with a Spill Prevention and Response Protocol at the pre-commencement meeting. The protocol shall include preventative measures, staff training and a list of spill response materials to be carried on the sweeper vehicles. Should a leak or spill occur, the driver shall immediately implement Spill Response Protocols and prevent additional leaks on roadways.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mail boxes and supports, water meters, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released. The Contractor shall notify the City representative immediately when any damage has occurred.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

Bid Submittal Form – Citywide Street Sweeping (page 1 of 2)

• **Years One through Three Bid Schedule:**

Bid Price Per Mile: _____

**Total Bid Price Citywide Street Sweeping
(47.22 miles):** _____

Print Total Bid Price: _____

**Additional and Emergency Sweeping
Price Per Mile:** _____

• **Year Four and Five Escalator**

Escalator % _____

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or 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.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

Bid Submittal Form – Citywide Street Sweeping (page 2 of 2)

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted below.

SECTION 101

DEFINITION AND TERMS

Section 101.10 BOARD

Delete as written and substitute the following:
CITY COUNCIL OF CITY OF MILTON,
GEORGIA

Section 101.14 COMMISSIONER

Delete as written and substitute the following:
DIRECTOR OF PUBLIC WORKS, CITY OF
MILTON

Section 101.16 CONTRACT

Delete the second paragraph and substitute the following:
The Contract Documents shall be composed of the Advertisement for Bid; Notice to Contractors; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.03; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract.

Section 101.22 DEPARTMENT

Delete as written and substitute the following:
PUBLIC WORKS DEPARTMENT CITY OF
MILTON

Section 101.24
ENGINEER

Delete as written and substitute the following:
DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR

Section 101.47
STATE HIGHWAY ENGINEER

Delete as written and substitute following:
DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR

Section 101.74
SUPPLEMENTAL AGREEMENT

Retain as written and substitute the following:
Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety."

Section 101.84

Add: DIRECTOR OF PUBLIC WORKS
CITY OF MILTON

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following paragraph:
"The City will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations."

Section 102.07 REJECTION OF PROPOSALS

Add the following subparagraphs
"I. The City reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

“J. The

City also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to The City of Milton, Georgia.”

Section 102.08 PROPOSAL
GUARANTY

Substitute the following for the first sentence

“No bid will be considered unless it is accompanied by an acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to City of Milton, Georgia. Such Bid Bond shall be on the forms provided by the City.”

Add Section 102.15
ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:

Bids shall be submitted on the Bid Form provided by the City.

The bid package as described in Notice to Contractors, Page 1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.”

Section 102.09
DELIVERY OF PROPOSALS:

Add the following as 102.15:

“No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Purchasing Department, The City of Milton 2006 Heritage Walk Milton, Ga. 30004. TEL. 678/242-2500, FAX 678/242-2499. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103 - AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

“The contract, if awarded, shall be awarded to the lowest responsible bidder. The City of Milton reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.”

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

“At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below: Performance Bond in the full amount of the contract. Payment Bond in the full amount of the contract. Maintenance bond in the amount of one-third (1/3) of the contract. “

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

“Failure to execute the Contract Performance, Payment or Maintenance Bonds, 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 proposal guaranty to the City of Milton, 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 bidder, may be re-advertised, or may be constructed by City forces. The Contract and Contract bonds shall be executed in quadruplicate.”

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.18 ACQUISITION OF RIGHT OF WAY

Add the following paragraph:

“The Contractor shall inspect all easements

and rights-of-way to ensure that the City has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the Department.”

Section 107.21 CONTRACTORS

RESPONSIBILITY FOR UTILITY
PROPERTY AND SERVICE

Add the following sentence to

Paragraph A:

“The Contractor is responsible for the location of above and below ground Utilities and structures which may be affected by the Work.”

SECTION 109

Section 109.07 PARTIAL PAYMENTS

MEASUREMENT AND PAYMENT

Delete the first sentence of the

Second Paragraph under ‘A. General’

As long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Engineer, the Department shall retain 10% of the gross value of the work that has been completed as indicated by the current estimate certified by the Engineer for payment.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the
Following:

“Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the CITY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, costs

incurred, or otherwise arising out of this Agreement and shall release the CITY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.”

*****NOTICE TO CONTRACTORS*****
EPD AIR QUALITY RULES ON OPEN BURNING REFER TO CHAPTER
391-3-1-02-05

For additional/information, please contact:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, GA 30354
404/363-7000; 404/362-2534 – FAX

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~



**ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
ITB 22-PW01**

Upon receipt of documents, please email, fax or mail this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Fax: 678-242-2499
Email: honor.motes@cityofmiltonga.us

I hereby acknowledge receipt of documents pertaining to the above referenced ITB.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Signature
ADDENDUM #1

Date

**ADDENDUM #1
ITB 22-PW01**

Questions and *Answers:*

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

1. This is a request for past bid tabs/award information, if this information is not available can you tell me if this is the first time this project is out for bid? ~ *The record of bids is attached in this Addendum. This is the first time we've solicited for a multi-year contract. The original solicitation was for a single year contract.*

EXHIBIT "B"




**CITY OF MILTON
INVITATION TO BID
(THIS IS NOT AN ORDER)**

Bid Number: 22-PW01	Project Name: Citywide Street Sweeping
Due Date and Time: September 22, 2021 Local Time: 2:00 p.m.	Number of Pages: 103

ISSUING DEPARTMENT INFORMATION	
Issue Date: September 2, 2021	
City of Milton Public Works Department 2006 Heritage Walk Milton, GA 30004	Phone: 678-242-2500 Fax: 678-242-2499 Website: www.cityofmiltonga.us

INSTRUCTIONS TO BIDDERS	
<p>Electronic Submittal: **Bids must be submitted electronically via Milton's BidNet procurement portal/platform at www.cityofmiltonga.us</p> <p>If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.</p>	<p>Mark Bid Submittal: Bid Number: ITB 22-PW01 Name of Company or Firm</p>
	<p>Special Instructions: Deadline for Written Questions September 14, 2021 at 5:00 p.m.</p> <p>Submit questions online via the BidNet Direct procurement portal at www.cityofmiltonga.us</p>

BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address: Sweeping Corporation of America, Inc. 6150 Nichols Drive, Mableton, GA 30126	Authorized Bidder Signatory:  (Please print name and sign in ink)
Bidder Phone Number: 216-777-2750	Bidder FAX Number: 216-260-2339
Bidder Federal I.D. Number: 62-1348993	Bidder E-mail Address: Bids@sweepingcorp.com

BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE

Table of Contents

<u>Topic</u>	<u>Page</u>
Definitions	3
Invitation to Bid	4
Schedule of Events	6
Bidding Instructions (What must be submitted)	7
Insurance/Bond Requirements	8
Bid Form and Addenda Acknowledgement	13
Bid Bond (3 pages)	15
Qualifications Signature and Certification	18
Corporate Certificate	18
List of Subcontractors	19
Contractor Affidavit and Agreement (eVerify)	20
Disclosure Form	21
Project Specifications	22
Bid Schedule Forms (2 pages)	30
General Conditions	32
EPD Air Quality Rules	38
Sample Contract Agreement	39

DEFINITIONS

COMPW: City of Milton Public Works Department

CY: Cubic Yard

GDOT: Georgia Department of Transportation

ENGINEER: The City of Milton Director of Public Works or a duly authorized representative.

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LM: Lineal Mile

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials



Invitation to Bid 22-PW01

The City of Milton is accepting sealed bids from qualified firms for the Citywide Street Sweeping for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications (current edition), and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on September 22, 2021**. Electronic bids shall be submitted online via BidNet Direct, the City's procurement portal, at www.cityofmiltonga.us.

At approximately 2:30 P.M. Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall, 2006 Heritage Walk, Milton, GA 30004.

***Pending updates relating to COVID-19 the City may conduct the bid opening via a virtual meeting. Responding bidders will be emailed a meeting link should the need to hold this type meeting arise. Any other interested members of the public may attend.*

Bids received after the above time **will not** be accepted.

Questions must be also be submitted online in the same manner listed above for bids. **Deadline for questions is September 14, 2021 at 5:00 p.m.** Official answers to questions and potential change (Addendums) to the ITB (Addendums) will be posted at the same web locations as the ITB on or about *September 16, 2021*. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (22-PW01) and bid name (Citywide Street Sweeping) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is to be determined prior to the issuance of the "Notice to Proceed." If weather (beyond normal) affects the required completion schedule, The City and selected contractor will negotiate a new completion date. Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	<u>September 2, 2021</u>
Deadline for Receipt of Written Questions	<u>5 PM on September 14, 2021</u>
Posting of Written Answers by City to Websites on or about	<u>September 16, 2021</u>
ITB DUE	No Later than 2:00 P.M. on <u>September 22, 2021</u>
Tentative Contract Award (on/about)	October 4, 2021
Notice to Proceed (on/about)	<i>To be coordinated with the Contractor</i>

NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.cityofmiltonga.us>) FOR ADDENDA AND SCHEDULE UPDATES.

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid (Cover Sheet)	1
2	Bid Form and Addenda Acknowledgement (2 pages)	13-14
3	Bid Bond (3 pages)	15-17
4	Qualifications Signature and Certification	18
5	List of Subcontractors	19
6	Contractor Affidavit and Agreement (eVerify)	20
7	Disclosure Form	21
8	Bid Schedule Forms (2 pages)	30-31

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a unit price "purchasing contract" with one firm to be the primary supplier of the Citywide Street Sweeping, ITB 22-PW01. This will be an initial three (3) year contract with the possibility of two (2) additional one-year renewable contracts.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as "no substitute" or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer's number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The City reserves the right to cancel the contract at any time with 30 days written notice.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors' until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

EVALUATION

The City intends to evaluate the ITB on the lowest, responsible and responsive bidder.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City.

Within ten (10) days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.

- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
 - (a) General Liability and Automobile Liability Coverage.
 - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any

time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds 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 in this Agreement, including but not limited to naming the Parties as additional insureds.

- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

- (9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Milton. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the base bid price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. Bonds shall be on the forms provided by the City and subject to the review and approval of the City Attorney.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

OATH

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

COST OF PREPARING A BID

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

**TO: PURCHASING OFFICE
CITY OF MILTON
MILTON, GEORGIA 30004**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number: ITB 22-PW01
Citywide Street Sweeping**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Milton in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces within ten (10) calendar days from the Notice to Proceed, and to complete all Work as scheduled in Task Order(s) issued.

If weather affects the required completion schedule, the City and selected Bidder will negotiate a new completion date.

Attached hereto is an executed Bid Bond in the amount of Five (5) Percent % Dollars (\$) (Five Percent of Amount Bid).

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

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
<u>1</u>	<u>9/15/2021</u>

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

Signed, sealed, and dated this 20th day of September, 2021

Sweeping Corporation of America, Inc.
Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

6150 Nichols Drive, Mableton, GA 30126

Signature: 

Print Name: Daniel Nauert

Title: Chief Financial Officer

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sweeping Corporation of America, Inc.
6150 Nichols Drive
Mabelton, GA 30126

OWNER:

(Name, legal status and address)

City of Milton Public Works Department
2006 Heritage Walk
Milton, GA 30004

SURETY:

(Name, legal status and principal place of business)

XL Specialty Insurance Company
505 Eagleview Blvd.
Exton, PA 800-327-1414
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Citywide Street Sweeping. Project #22-PW01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

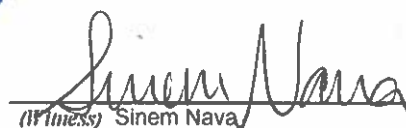
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of September, 2021



(Witness)




(Witness) Sinem Nava

Sweeping Corporation of America, Inc.
(Principal) _____ (Seal)

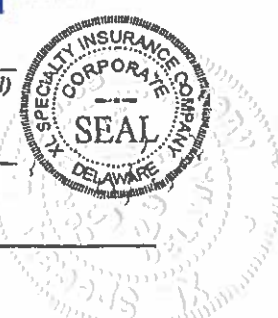
By: 

(Title) Chief Finance Officer

XL Specialty Insurance Company
(Surety) _____ (Seal)

By: 

(Title) James Moore Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sinem Nava Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the XL Specialty Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

XL Specialty Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 22nd day of September, 2021.



Sinem Nava

Notary Public Sinem Nava

My Commission expires: August 28, 2025



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER Bid Bond
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by: 
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: 
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Commonwealth of Pennsylvania - Notary Seal
Rebecca C. Shalhoub, Notary Public
Northampton County
My commission expires April 28, 2024
Commission number 1268765

Member, Pennsylvania Association of Notaries

Rebecca C. Shalhoub, NOTARY PUBLIC



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature  Date 9/20/2021

Print/Type Name Daniel Nauert

Print/Type Company Name Here Sweeping Corporation of America, Inc.

CORPORATE CERTIFICATE

I, Daniel Nauert, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that Daniel Nauert who signed said bid in behalf of the Contractor, was then (title) Chief Financial Officer of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Tennessee.

This 20th day of September, 2021


(Signature) (Seal)





[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

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

Company Name: Sweeping Corporation of America, Inc.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CONTRACTOR AFFIDAVIT AND AGREEMENT

**STATE OF GEORGIA
CITY OF MILTON**

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 the City of Milton 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. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

150386

eVerify Number

8/20/2020

Date of Authorization

Sweeping Corporation of America, Inc.

Name of Contractor

Citywide Street Sweeping

Name of Project

City of Milton, Georgia

Name of Public Employer

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

Executed on September, 20, 20 21 in Seven Hills (city), OH (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Daniel Nauert

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 20th DAY OF September, 20 21.

NOTARY PUBLIC



KATHARINE B. TRENT BEYERLE
Notary Public, State of Ohio [NOTARY SEAL]
My Commission Expires
December 11, 2022

My Commission Expires: 12-11-2022



DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

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

Name of Bidder Sweeping Corporation of America, Inc.

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

N/A

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

Amount/Value	Description
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

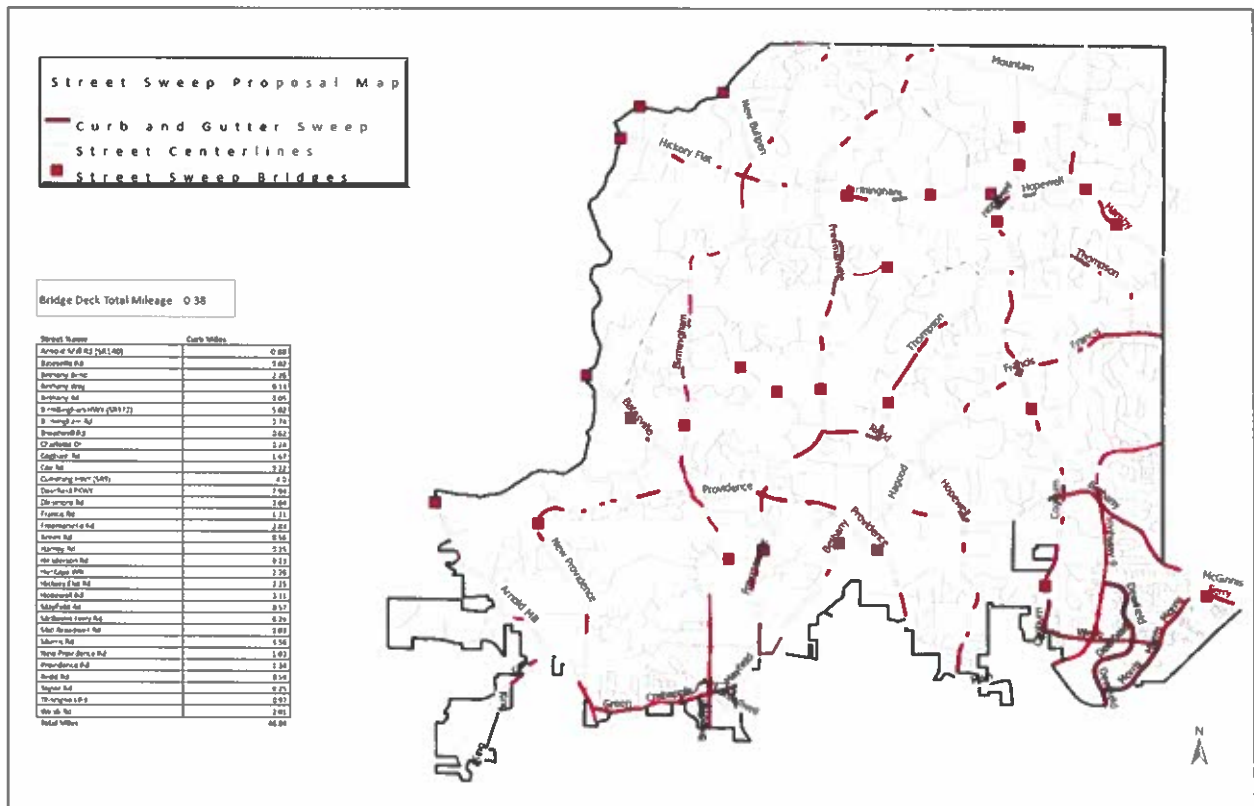
Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

SCOPE

The City of Milton is seeking bids for street sweeping and debris removal services throughout designated areas within the City of Milton. This will be a three (3) year contract with the option of two (2) additional one year contracts. The sweeping will be done on a quarterly basis each year. Each quarter the Contractor will be responsible for sweeping a total mileage of approximately 47.22 curb miles of roads/streets within the city. All bids for these services will be submitted as a Cost-Per-Curb-Mile Unit Cost. Bids will also include a Cost-Per-Curb-Mile for any additional and or emergency sweeping and debris removal services which the City may designate. Prospective bidders are encouraged to visit the streets to help in determining the scope of work, site conditions, workspace, equipment access, etc.

PROJECT MAP



[Link to downloadable map](https://www.cityofmiltonga.us/Home/ShowDocument?id=3232)

<https://www.cityofmiltonga.us/Home/ShowDocument?id=3232>

Street Name	Curb Miles
Arnold Mill Rd (SR140)	0.88
Batesville Rd	0.02
Bethany Bend	2.26
Bethany Way	0.13
Bethany Rd	0.05
Birmingham Hwy (SR372)	5.02
Birmingham Rd	0.74
Broadwell Rd	0.62
Charlotte Dr	0.24
Cogburn Rd	1.67
Cox Rd	0.22
Cumming Hwy (SR9)	4.0
Deerfield Pkwy	7.94
Dinsmore Rd	0.64
Francis Rd	1.31
Freemanville Rd	2.83
Green Rd	0.56
Hamby Rd	0.25
Henderson Rd	0.23
Heritage Walk	2.26
Hickory Flat Rd	0.25
Hopewell Rd	3.11
Mayfield Rd	0.57
McGinnis Ferry Rd	0.26
Mid-Broadwell Rd	0.03
Morris Rd	4.56
New Providence Rd	1.03
Providence Rd	1.34
Redd Rd	0.59
Taylor Rd	0.25
Thompson Rd	0.97
Webb Rd	2.01
Total Miles:	46.84

PROJECT SPECIFICATIONS

1. Contractor shall furnish all labor, manpower, supervision, mobilization, materials, vehicles, equipment, insurance, management, transportation, supplies, debris disposal, water, and any other related costs necessary to complete the services of this contract.
2. The equipment anticipated for use under this Contract, includes, but is not limited to:
 - 3-wheel or 4-wheel mechanical street sweepers, which shall be equipped with two (2) side gutter brooms and rear pickup broom
 - An air vacuum type machine with a hopper size greater than 3½ CY may be acceptable for use on this contract. The City reserves the right to request a demonstration of any questionable equipment to determine effectiveness in sweeping operations.
 - Backup sweepers
 - Truck mounted arrow boards
3. Equipment utilized for this contract shall have GPS installed to record all conducted work.
4. A dumpster will be provided at the Public Works Yard for the Contractor's trucks to unload the debris. The City will be responsible for paying the tipping fees and the removal and placement of the dumpster. The City will work with the Contractor to determine the correct size of dumpster needed. The Contractor is strictly prohibited from using this dumpster for any other dumping or disposal needs outside the scope of this contract.
5. Contractor shall be responsible to make any necessary arrangements with Fulton County or other source for water requirements for the sweeping operation. Any cost for water shall be factored into the bid unit price per sweep mile of sweeping.
6. The Contractor shall ensure extreme care is used to safeguard sidewalks, curbs, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be replaced and/or repaired at the expense of the Contractor. Any damages must be reported immediately.
7. Bidders shall submit with the bid a qualification sheet listing project(s) that meet the experience requirement along with references. List should include

project date, location, description, and contact information.

8. Where contract documents reference "The Department" or "GA Department of Transportation" or "The Engineer", it shall also mean "City of Milton."
9. All traffic control measures are the responsibility of the Contractor. Contractor shall coordinate all work with the City of Milton.

GENERAL REQUIREMENTS

Sweeping services consists of removing sand, soil, vegetation and all other debris from designated roadways, intersections, roundabouts, and bridges. Sweeping shall always be performed in the same direction as the traffic flow. Intersection areas with curbed areas may require additional passes outside of the normal sweep to thoroughly remove debris from islands and medians. Upon immediate completion of sweeping, the roadway shall be clean and free of accumulated debris, regardless of the number of sweeping passes required. Obstacles in the sweeping area, such as parked vehicles, trash containers, basketball goals, etc., are to be swept around. The area of that obstacle will not cause a reduction to the sweep miles. Contractor shall notify the City Representative of obstacles that are a recurring problem.

The Contractor will operate at or below suggested manufacturer's sweeping speed in order to remove all litter, leaves, sand, dirt, rocks, and other debris, from the entire surface being swept, in accordance with local conditions, which shall dictate the travel speed necessary to obtain the results desired by the City.

The Contractor shall sweep a minimum of 7 feet inclusive from curb face or pavement edge, toward the road center line. The Contractor shall conduct all services or operations as to cause the least possible obstruction and inconvenience to public traffic. *Note: Street sweeping equipment used in the performance of this contract shall be equipped with left- and right-wing sweeping capability, in order to sweep streets in the same direction of travel as the normal traffic flow.*

The Contractor shall remove all litter, leaves, sand, dirt, rocks and other debris from streets as outlined in the minimum specifications as part of the normally scheduled sweeping route, including material deposited as a result of inclement weather and wind, without additional compensation.

PERSONNEL

The Contractor shall demonstrate that they directly employ sufficiently licensed personnel to perform the services of this contract. Personnel should include, but are not limited to; operators, foremen, supervisors, emergency contacts including a designed Representative authorized to act on behalf of Contractor.

Contractor shall provide a local Representative who can always be contacted by the City. This person shall report daily schedules and areas swept the previous workday to the City's Representative. The Contractor's local Representative shall report any equipment leaks or spills to the City immediately. The Contractor shall be responsible for all cleanup activities immediately and shall be responsible for proper spill reporting as outlined in federal, state, and local requirements. Contractor's local Representative shall also report damage to any public or private property immediately. The Contractor is responsible for repair or replacement to damaged public or private property.

The Contractor shall provide a twenty-four (24) hour emergency contact person(s) capable of responding to City emergency responses. Emergency calls may occur at any time and may require the Contractor to divert from the regular schedule. Emergency calls will come from the City's Representative and will involve urgent scenarios where the removal of debris from man-made causes or storms is critical. Contractor is required to respond and report to the designated site of the emergency within two (2) hours notification.

SCHEDULE

Schedules may be adjusted as necessary to accommodate problem areas or other City requests. Both parties shall agree to the change and coordinate in the schedule. No work will be performed on Saturdays, Sundays or holidays, unless authorized in writing or electronically by the City's Representative.

INSPECTION AND WORK ACCEPTANCE

City Representatives will perform inspections to verify work has been satisfactorily completed based on the routine sweeping report provided. Deficiencies will be provided to the Contractor via email record for correction. Contractor shall correct deficiencies by re-sweeping the deficient area within forty- eight (48) hours of notice. Notification of completion should be sent to City's Representative for re-inspection. Re-Inspection: If continual or chronic re-inspections are required in excess of two (2) occurrences per month due to deficiencies, the City will conduct a progress meeting to discuss the deficiency and corrective action, and Contractor will be put on notice that continued deficiencies will be cause for Contractor to be in default of contract.

PROSECUTION AND PROGRESS

Sweeping shall begin no later than TEN (10) calendar days from the issuance of Notice to Proceed.

If weather (beyond normal) affects the required completion schedule, the City and selected contractor will negotiate a new completion date.

Normal workday for this project shall be 7:30 am to 7:30 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on Sunday or national holidays (i.e. Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, and New Year's etc.), unless otherwise approved by the City.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

EQUIPMENT

The Contractor shall demonstrate to the City that they possess sufficient supply of street sweepers and other necessary equipment to handle the volume of work in this contract. The Contractor shall provide all information including make, model, year on the equipment as part of this bid package. The Contractor shall display the company name and phone number on equipment. The equipment shall be equipped with dust control, an operating flashing beacon, an arrow board, and back- up alarm. Dust control and proper lighting must be used for all sweeping cycles. The sweeping equipment shall comply with all Federal, State and local noise ordinances. The Contractor's equipment shall meet all OSHA and State safety requirements pertaining to this service. The Contractor shall keep a sufficient supply of spare brooms and parts to ensure continuous operation. Worn brushes and brooms shall be routinely replaced and adjusted to ensure maximum efficiency.

DEBRIS AND DISPOSAL

A dumpster will be provided by the City at the Public Works Yard (16050 Old Bullpen Rd, Milton, GA) for the trucks to unload debris. The City will be responsible for paying the tipping fees and the removal and placement of the dumpster. The City will work with the Contractor to determine the correct size of dumpster needed. The

Contractor is strictly prohibited from using this dumpster for any other dumping or disposal needs outside the scope of this contract.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

SPILL PREVENTION AND RESPONSE

The Contractor shall comply with all applicable Federal, State and local codes and other requirements related to the National Pollutant Discharge Elimination System (NPDES) and dust control. The Contractor shall maintain all equipment to prevent and repair potential leaks of fluids onto roadways. Contractor shall provide the City with a Spill Prevention and Response Protocol at the pre-commencement meeting. The protocol shall include preventative measures, staff training and a list of spill response materials to be carried on the sweeper vehicles. Should a leak or spill occur, the driver shall immediately implement Spill Response Protocols and prevent additional leaks on roadways.

TEMPORARY TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work in accordance with the traffic control plan and so as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will be included in the contract price.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, mail boxes and supports, water meters, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall correct all disturbed areas before retainage will be released. The Contractor shall notify the City representative immediately when any damage has occurred.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Do not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.



[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

Bid Submittal Form – Citywide Street Sweeping (page 1 of 2)

• Years One through Three Bid Schedule:

Bid Price Per Mile: \$87.55

**Total Bid Price Citywide Street Sweeping
(47.22 miles):** \$16,536.44

Print Total Bid Price: Sixteen Thousand Five Hundred Thirty Six Dollars and Forty Four Cents

**Additional and Emergency Sweeping
Price Per Mile:** \$165.00

• Year Four and Five Escalator

Escalator % 4%

The undersigned, as bidder, declares and represents that it has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be performed, including those conditions affecting the cost of the work and the delivery, handling and storage of materials and equipment. The bidder has examined and read the Bidding Document and has satisfied himself/herself that the Bidding Document is an adequate and acceptable reflection of the work which is required to be performed and that the bidder is willing and able to perform all of the work necessary. The bidder further certifies that no additional information is required to complete the work encompassed by this bid within the cost and schedule established and agreed upon within this bidding document.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or 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.

COMPANY Sweeping Corporation of America, Inc.

ADDRESS 6150 Nichols Drive, Mableton, GA 30126

AUTHORIZED SIGNATURE 

PRINT / TYPE NAME Daniel Nauert

TITLE Vice President & Chief Financial Officer

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

Bid Submittal Form – Citywide Street Sweeping (page 2 of 2)

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition), and Special Provisions modifying them, except as noted below.

SECTION 101

DEFINITION AND TERMS

Section 101.10 BOARD

Delete as written and substitute the following:
CITY COUNCIL OF CITY OF MILTON,
GEORGIA

Section 101.14 COMMISSIONER

Delete as written and substitute the following:
DIRECTOR OF PUBLIC WORKS, CITY OF
MILTON

Section 101.16 CONTRACT

Delete the second paragraph and substitute the following:
The Contract Documents shall be composed of the Advertisement for Bid; Notice to Contractors; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.03; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract.

Section 101.22 DEPARTMENT

Delete as written and substitute the following:
PUBLIC WORKS DEPARTMENT CITY OF
MILTON

Section 101.24
ENGINEER

Delete as written and substitute the following:
DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR

Section 101.47
STATE HIGHWAY ENGINEER

Delete as written and substitute following:
DIRECTOR OF PUBLIC WORKS, CITY OF MILTON, ACTING DIRECTLY OR THROUGH A DULY AUTHORIZED REPRESENTATIVE OF THE DIRECTOR

Section 101.74
SUPPLEMENTAL AGREEMENT

Retain as written and substitute the following:
Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety."

Section 101.84

Add: DIRECTOR OF PUBLIC WORKS
CITY OF MILTON

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following paragraph:
"The City will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations."

Section 102.07 REJECTION OF PROPOSALS

Add the following subparagraphs
"I. The City reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

“J. The

City also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to The City of Milton, Georgia.”

Section 102.08 PROPOSAL
GUARANTY

Substitute the following for the first sentence

“No bid will be considered unless it is accompanied by an acceptable bid bond an amount not less than five percent (5%) of the amount bid and made payable to City of Milton, Georgia. Such Bid Bond shall be on the forms provided by the City.”

Add Section 102.15
ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:

Bids shall be submitted on the Bid Form provided by the City.

The bid package as described in Notice to Contractors, Page 1 must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.”

Section 102.09
DELIVERY OF PROPOSALS:

Add the following as 102.15:

“No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Purchasing Department, The City of Milton 2006 Heritage Walk Milton, Ga. 30004. TEL. 678/242-2500, FAX 678/242-2499. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103 - AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

“The contract, if awarded, shall be awarded to the lowest responsible bidder. The City of Milton reserves the right to exercise exclusive discretion as to the responsibility of any bidder.

The contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.”

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

“At the time of the execution of the contract, and as a part thereof, the successful bidder shall furnish Contract Bond Below: Performance Bond in the full amount of the contract. Payment Bond in the full amount of the contract. Maintenance bond in the amount of one-third (1/3) of the contract. “

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

“Failure to execute the Contract Performance, Payment or Maintenance Bonds, 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 proposal guaranty to the City of Milton, 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 bidder, may be re-advertised, or may be constructed by City forces. The Contract and Contract bonds shall be executed in quadruplicate.”

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.18 ACQUISITION OF RIGHT OF WAY

Add the following paragraph:

“The Contractor shall inspect all easements

and rights-of-way to ensure that the City has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the Department.”

Section 107.21 CONTRACTORS
RESPONSIBILITY FOR UTILITY
PROPERTY AND SERVICE

Add the following sentence to
Paragraph A:

“The Contractor is responsible for the location of above and below ground Utilities and structures which may be affected by the Work.”

SECTION 109

MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete the first sentence of the Second Paragraph under ‘A. General’
As long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Engineer, the Department shall retain 10% of the gross value of the work that has been completed as indicated by the current estimate certified by the Engineer for payment.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the
Following:

“Final Payment: Upon completion by the Contractor of the work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the CITY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, costs

incurred, or otherwise arising out of this Agreement and shall release the CITY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.”

*****NOTICE TO CONTRACTORS***
EPD AIR QUALITY RULES ON OPEN BURNING REFER TO CHAPTER
391-3-1-02-05**

For additional/information, please contact:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, GA 30354
404/363-7000; 404/362-2534 – FAX

EXHIBIT "C"

STATE OF OHIO
COUNTY OF CUYAHOGA

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton, Georgia 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. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

150386
Federal Work Authorization User Identification
Number
8/20/2020
Date of Authorization
Sweeping Corporation of America, Inc.
Name of Contractor

Citywide Street Sweeping
Name of Project

City of Milton, Georgia
Name of Public Employer

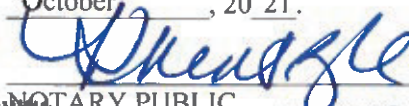
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October, 20 21 in
Seven Hills (city), Ohio (state).


Signature of Authorized Officer or Agent

Daniel Nauert
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 11th DAY OF
October, 20 21.


NOTARY PUBLIC
KATHARINE B. TRENT BEYERLE
Notary Public, State of Ohio
My Commission Expires
December 11, 2022

My Commission Expires:
12-11-2022

****SWEEPING CORPORATION OF AMERICA, INC. WILL NOT UTILIZE SUBCONTRACTORS TO COMPLETE WORK UNDER THIS CONTRACT****

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with Sweeping Corporation of America, Inc. (name of contractor) on behalf of the City of Milton, Georgia 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor 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 Subcontractor

Citywide Street Sweeping
Name of Project

City of Milton, Georgia
Name of Public Employer

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

Executed on _____, 20__ in
_____ (city), _____ (state).

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
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

“EXHIBIT E.1”

PERFORMANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Sweeping Corporation of America, Inc. (as CONTRACTOR, hereinafter referred to as the “Principal”), and XL Specialty Insurance Company (as SURETY COMPANY, hereinafter referred to as the “Contractor’s Surety”), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the “City”), for the use and benefit of the City, in the sum of Sixty Thousand Dollars (\$60,000.00), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as Citywide Street Sweeping Services (hereinafter referred to as “the Project”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “Contract”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the City may incur, sustain or

suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR ("Principal"):
Sweeping Corporation of America, Inc.

By: ERQ (signature)
Erin Quinn (print)
Title: General Counsel (SEAL)
Date: 10/14/21

Attest: [Signature] (signature)
Jaryd Keese (print)
Title: Government Bid & Contract Manager
Date: 10/14/21

CONTRACTOR'S SURETY:
XL Specialty Insurance Company

By: [Signature] (signature)
James I. Moore (print)
Title: Attorney-in-Fact (SEAL)
Date: November 1, 2021

Attest: [Signature] (signature)
Sinem Nava (print)
Title: Secretary
Date: November 1, 2021

(ATTACH SURETY'S POWER OF ATTORNEY)



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00112745SU21A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY



by:

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said Instrument by like order.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rebecca C. Shalhoub, Notary Public
Uwchlan Twp., Chester County
My Commission Expires April 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

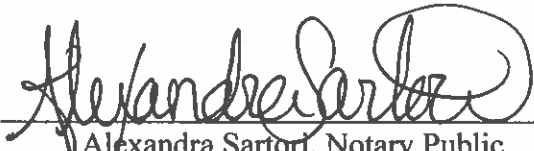
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF ILLINOIS}
COUNTY OF DUPAGE}

On November 1, 2021, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of XL Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2024



Alexandra Sartori, Notary Public
Commission No. 840142



“EXHIBIT E.2”

PAYMENT BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT Sweeping Corporation of America, Inc. (as CONTRACTOR, hereinafter referred to as the “Principal”), and XL Specialty Insurance Company (as SURETY COMPANY, hereinafter referred to as the “Contractor’s Surety”), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the “City”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Sixty Thousand Dollars (\$60,000.00), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as Citywide Street Sweeping Services (hereinafter referred to as “the Project”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “Contract”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials

were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any subcontractor performing work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such lien by bond or otherwise as provided in the Contract.

The parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

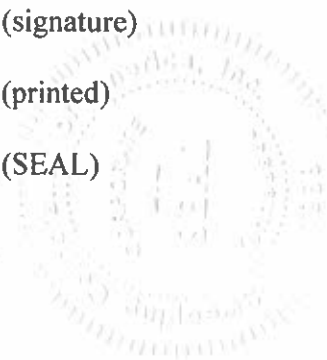
Sweeping Corporation of America, Inc.

By:  (signature)

Erin Quinn (printed)

Title: General Counsel (SEAL)

Date: 10/14/21



Attest:

 (signature)

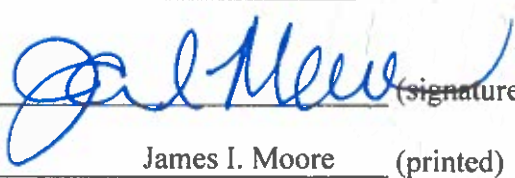
Jared Keese (printed)

Title: Government Bid & Contract Manager

Date: 10/14/21

CONTRACTOR'S SURETY:

XL Specialty Insurance Company

By:  (signature)

James I. Moore (printed)

Title: Attorney-in-Fact (SEAL)

Date: November 1, 2021

Attest:

 (signature)

Sinem Nava (printed)

Title: Secretary

Date: November 1, 2021

(ATTACH SURETY'S POWER OF ATTORNEY)



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

BOND NUMBER US00112745SU21A
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware Insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York Insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:

James I. Moore

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this April 13th, 2018.

XL SPECIALTY INSURANCE COMPANY

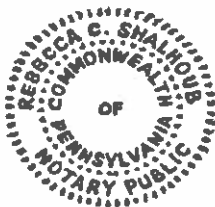


by:
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 13th day of April, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rebecca C. Shalhoub, Notary Public
Uwchlan Twp., Chester County
My Commission Expires April 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF ILLINOIS}
COUNTY OF DUPAGE}

On November 1, 2021, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of XL Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2024



Alexandra Sartori, Notary Public
Commission No. 840142

