



**INVITATION TO BID  
(CONSTRUCTION)  
(CITB)**

**CITB-0004-25**

**2025 STREET RESURFACING PROJECT**

**SOLICITATION ISSUE DATE: Wednesday, April 16, 2025**

**BID'S DUE DATE and OPENING DATE:  
Thursday, May 29, 2025 by 3:00 P.M.**

**BIDNET WILL NOT ACCEPT LATE SUBMITTALS**

**“Electronic” Submittals Must be uploaded to “Bidnet”  
<https://Bidnetdirect.com/georgia/cityofstonecrest>**

**(Paper, Faxed, E-mail, Mail Submittals Will Not Be Accepted)**

**ISSUED BY:  
City of Stonecrest  
Procurement Department  
3120 Stonecrest Boulevard  
Stonecrest, Ga. 30038**

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## **ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:**

### **ATTACHMENT “A” – BIDDER’S REQUIRED FORMS:**

1. BID CHECKLIST
2. BIDDER’S CERTIFICATION
3. STATEMENT OF QUALIFICATIONS
4. AUTHORIZED SIGNATORIES
5. PURCHASING POLICY ADDENDUM
6. CONFLICT OF INTEREST DISCLOSURE
7. AFFIDAVIT VERIFICATION STATUS FOR CITY  
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8. DRUG-FREE WORKPLACE
9. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE  
ACT AFFIDAVIT “E-VERIFY”
10. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)
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17. SCHEDULE I AND SCHEDULE II
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Attachment B – Bid Cost Proposal Form (Bid Sheet)

Attachment C – Project Location Map and Street’s List

Attachment D – Request for Approved Equals

Attachment E – Contract “Sample”

## GENERAL INFORMATION

The following information and instructions are given for the purpose of guiding Bidders in properly preparing their bid responses and are standard for Construction Invitations to Bid (CITB) Solicitations as issued by the City of Stonecrest Procurement Department. These directions and instructions have equal force and weight with the scope of services, specifications and strict compliance which is required with all of these provisions. The City may delete, modify supersede any of these standard instructions for a particular contract to Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services and requirements herein prior to submitting a bid.

This project is funded by Special Purpose Local Optional Tax (SPLOST) Funds, providing funding for infrastructure projects such as street paving, sidewalks, parks improvements, intersection improvement and sidewalk improvements.

For information concerning procedures, clarification, and technical assistance pertaining to this solicitation, contact the Procurement Specialist / Buyer identified in the solicitation.

City of Stonecrest  
Procurement Department  
ATTN: Tanisha Boynton, Procurement Official  
3120 Stonecrest Blvd., Suite 190  
Stonecrest, Ga. 30038  
Phone: (772)-224-0200  
Email: [Tboynton@stonecresga.gov](mailto:Tboynton@stonecresga.gov)

All questions and requests for clarification concerning this solicitation and procurement process MUST be submitted in writing via Bidnet under "Message – Opportunity Q&A" at: (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Please follow the instructions provided on Bidnet. The deadline to submit non-administrative questions is **Friday, May 2, 2025 by 5:00 P.M.** Answers to questions received will be responded to via an Addendum posted on Bidnet. Questions received after the date referenced above will not be accepted.

- No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City such as delinquent in payment of property or other taxes with Stonecrest, delinquent in payment of a loan(s) with the City, has had property acquired through foreclosure or a judgment within the past ten (10) years, has outstanding judgements or debts owed to the City, has been convicted of a felony that affects property or neighborhood or neighborhood stability, health, safety or welfare or who is deemed irresponsible or unreliable by the City Council.
- No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.
- **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on Attachment "B" - Bid Cost Proposal Form – Bid Sheet attests to this.
- **AUTHORIZED SIGNATORIES:** All associated forms must be signed by one duly authorized to do so. The individual submitting shall be authorized to sign (electronically accept) this solicitation response on the behalf of the Contractor as indicated in the Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on the behalf of the Contractor. No bid response will be accepted, for any reason whatsoever, which is not submitted to the City as stated above, within the specified time.

- **BID ACCEPTANCE:** Bidder warrants, by virtue of bidding, that their bid and the prices quoted will be firm for acceptance by the City for a period of One Hundred and Twenty (120) days from the date of bid opening unless otherwise stated in the solicitation. The City shall award contract within this time period or shall request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.
- **MATERIAL MODIFICATIONS / ALTERATIONS:** Material modification and/or alterations to the verbiage or documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Contractor from consideration in connection with this solicitation.

## PROCUREMENT SCHEDULE AND EVENTS

### 1. **PRE-BID MEETING:**

There will be a Pre-Bid Meeting on **Thursday, April 24, 2025**, at **10:30 am**, local time, at City of Stonecrest **Annex Conference Room**, located at **City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038**. The purpose of this pre-bid conference is to explain the method of selection, to provide an overview of the service requirements and view the area in which services will be performed.

It will be the sole responsibility of the Bidder to become familiar with the scope of work and City requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

### 2. **TRANSACTION FEES:**

The City of Stonecrest uses Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) to distribute solicitations. There is no charge to Contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded Contractor.

### 3. **ELECTRONIC BID SUBMISSION DEADLINE:**

Electronic Bid Responses shall be submitted via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) in response to this solicitation, prior to the designated bids due date and time indicated in the solicitation, **Thursday, May 29, 2025 by 3:00PM**. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

### 4. **ELECTRONIC BID OPENING:**

All Invitations to Bid solicited by the City of Stonecrest will be opened electronically via Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) at the date and time indicated in the solicitation. This meeting will be conducted virtually via "Microsoft Teams Meeting" Platform and in-person at City Hall, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30038, Lithonia Conference Room. Bidders may attend this meeting in real time on a computer, laptop, cell phone or any other device with Wi-Fi access.

Get the app now and be ready when your first meeting starts <https://www.microsoft.com/en-us/microsoft-teams/downloadapp>.

#### **Microsoft Teams meeting**

Join on your computer, mobile app or room device

**Meeting ID: 246 173 842 121 5**

**Passcode: 4sT2w3JG**

Information on bid results and solicitations currently out to bid can be obtained on the City website: <https://www.stonecrestga.gov/199/Procurement>

## SCOPE OF WORK

### 1. PURPOSE:

The City of Stonecrest (City) is seeking qualified and experienced bidders to respond to a fixed (one-time) project for street resurfacing services within City limits. Work shall be performed in accordance with the terms, conditions, and specifications contained in this Construction Invitation to Bid (CITB).

The Contractor shall furnish all labor, materials, equipment, personnel, tools, supervision, transportation, machinery and other incidentals necessary to perform the work requested herein and typical of these types of projects.

Prices offered on the Attachment "B" - Bid Cost Proposal Form (Bid Sheet) are all inclusive and shall constitute complete compensation.

### 2. BACKGROUND:

Stonecrest is a community of approximately 60,000 people that was incorporated in 2017. The City is located along Interstate 20 roughly three miles east of I-285 ("The Perimeter") and 20 miles east of Downtown Atlanta. Stonecrest is in the southeastern portion of Dekalb County and is bordered by Rockdale County to the east, Henry County to the south, and the City of Lithonia and unincorporated Dekalb County to the north and west. I-20 separates the City into a northern area which includes residential neighborhoods, commercial development along Covington Highway, industrial parks that date to the 1960s and active quarries that predate incorporation by 130 years. South of I-20 features regional retail and lodging, suburban neighborhoods, and substantial outdoor recreation areas.

The City intends on resurfacing 53,770 ft of roadways (approximately 10.2 miles) of roadways located on various streets within the City. This project is a continuation of a multi-year effort to improve road surfaces within the City.

### 3. CONTRACT ADMINISTRATOR/DESIGNEE/PROJECT MANAGER:

The designated Contract Administrator for this project is Hari Karikaran, P.E., City Engineer, he can be reached at [hkarikaran@stonecrestga.gov](mailto:hkarikaran@stonecrestga.gov) or (770) 224-0200. The Contractor will work with the Contract Administrator / Designee to complete this project.

**Designee:** Patrick Walker, [Pwalker@stonecrestga.gov](mailto:Pwalker@stonecrestga.gov) or (770) 224-0220.

**Note:** The City will provide a Construction Engineering and Inspection (CEI) Consultant to inspect the work and provide materials testing.

### 4. GOVERNING REGULATIONS:

The Contractor shall perform services requested herein in accordance with all State, Federal, Local, and City rules, regulations, policies, procedures and requirements herein but not limited to:

1. Georgia Department of Transportation (GDOT) Standard Specifications Construction of Transportation Systems, as amended;
2. Georgia Department of Transportation (GDOT) Section 150 - Traffic Control, as amended;
3. Georgia Department of Transportation (GDOT) Section 400 – Hot Mix Asphaltic Concrete Construction, as amended;
4. Georgia Department of Transportation (GDOT) Section 611 – Relaying, Reconstruction or Adjusting to Grade of Miscellaneous Roadway Structures; as amended;
5. Georgia Department of Transportation (GDOT) Section 660 – Sanitary Sewers; as amended;
6. Georgia Department of Transportation (GDOT) Section 828 – Hot Mix Asphaltic Concrete Mixtures, as amended;
7. Georgia Department of Transportation (GDOT) Design Policy Manual;
8. City of Stonecrest ordinances and regulations;
9. OSHA standards and guidelines; and
10. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

**Note:** Failure to follow governing regulations may lead to project delays and stoppage of work as deemed necessary by the Contract Administrator / Designee. Traffic control and erosion control work will stay enforced until matters have been resolved and deemed acceptable to the City.

5. PROJECT LOCATION'S: (See *Attachment "C"* – Project Location Map and Street's List)

The project is located on various roadways within the City. The complete list of street segments to be resurfaced is included in Attachment C. See *Attachment "C"* – Project Location Map and Street's List.

6. PROJECT MEETINGS:

After the contract is awarded and prior to commencement of any work, a pre-construction conference will be held between the Contractor, City representative, and others affected by this work. The time and place of the meeting will be arranged by the City Contract Administrator/Project Manager. The project schedule and dates for completion will be established during this meeting.

6.1 At the pre-construction conference, the Contractor shall identify his designated project manager, foreman, site supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the work. The designated project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed in written requests in each case.

6.2 At the pre-construction conference, the Contractor shall furnish in writing to the City's Contract Administrator the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work.

6.3 The City will promptly reply to the Contractor in writing stating whether or not, after due investigation, has reasonable objection to any such proposed person or entity.

6.4 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

7. ISSUANCE OF NOTICE TO PROCEED AND PURCHASE ORDER (PO):

The Contractor shall not commence any work until receipt of a Notice to Proceed (NTP) from the Contract Administrator / Designee and receipt of a Purchase Order (PO). Upon receipt of the NTP and PO, the Contractor shall commence work upon the direction of the Contract Administrator / Designee.

8. PROJECT DURATION:

The Contractor shall complete all services no less than **One Hundred and Eighty (180)** days from receipt of Purchase Order and Notice to Proceed (NTP).

Time is of the essence for the Contractor's performance of the work. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Purchase Order (PO) and in conjunction with a Notice to Proceed (NTP). No Contract Time extensions will be allowed for holidays or vacations. At a minimum, the selected DBF must adhere to the following schedule as set by the City:

8.1 The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within **10** calendar days of the date of the Notice to Proceed.

8.2 Preliminary Project Schedule:

Within Ten **10** days after notice of award and as a condition precedent to executing the Contract, prior to commencement of any work, the Contractor shall submit their preliminary project schedule to the City for review and approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project (in the form of tabulation, chart/graphic), procurement of materials, scheduling of

equipment, construction, phases of each work site, estimated start and completion dates of the various project activities.

8.3 The Work shall be Substantially Completed within **60** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

8.4 The Work shall be finally completed on the Final Completion Date and ready for final payment in accordance with this Agreement within **180** calendar days, after the date when the Contract Time commences to run as provided in the Notice to Proceed.

9. WORK TO BE PERFORMED:

The Contractor shall furnish all materials, equipment, tools, and the performance of all necessary labor necessary to complete the scope of work requested herein. The Contractor shall patch, mill, level, repair, resurface, and re-strip various roadways located within the City. The roadways are identified in *Attachment "C"* – Project Location Map and Street's List.

9.1 Surface Preparation and Assessment:

Prior to the commencement of any work, the existing surfaces at each location shall be assessed by the Contractor. The preparation and assessment of the roadways shall consist of but not limited to the following:

9.1.1 Cracks, potholes, and other types of pavement distress shall be identified in consultation with the City's representative.

9.1.2 Localized areas of pavement failure shall be flagged for specialized patching which may involve more extensive asphalt removal and possible replacement of existing road base with crushed aggregate base material.

9.1.3 Curbs and gutters may be damaged and require repairs. The Contractor shall provide an assessment for each location.

9.1.4 The existing pavement shall be cleaned by the removal of debris, grass, weeds, and any other items which may hinder work progress.

9.1.5 Existing manhole covers are to be identified and marked. Care shall be taken to avoid damage to these structures.

9.1.6 Manhole rinds shall be raised or lowered as necessary.

9.1.7 The Contractor shall remove all speed bumps/humps from the roadway no sooner than five (5) working days prior to resurfacing the roadways as a part of the milling process.

9.2 Standard Order of Operations:

The standard order of operations for resurfacing shall be as follows:

- Milling
- Patching
- Leveling
- Resurfacing
- Thermoplastic Striping
- Raised Pavement Markers (where applicable)

9.3 Measurements:

Prior to ordering materials or commencement of any work, the Contractor shall verify all dimensions and quantities for each location in which work is to be performed. The Contractor shall notify the City of any discrepancies in the measurements provided herein. The Contractor shall provide the adjusted measurements



to the Contract Administrator / Designee for review and approval prior to ordering materials and commencement of any work.

9.4 Driveways:

The Contractor shall preserve the original height of driveways entrances after paving operations are complete, and to ensure consistency and avoid any unintended changes to the driveway elevation.

9.5 Underground Construction Work:

All underground construction work shall be paved and covered with steel plates during rush hours or at other times when construction is not in progress with the exception of emergency repairs.

9.6 Repair of Existing Pavement:

This work shall consist of repairing existing pavement areas that have failed or showing signs of distress. The Contractor and CEI inspector shall jointly inspect the roadway and mark all areas to be patched.

9.7 Temporary Striping:

The Contractor shall lay temporary striping on roads where work is to be performed, until permanent markings can be installed. All temporary striping shall be in compliance with GDOT Manual on Uniform Traffic Control Devices for Streets and Highways; as amended.

9.8 Right-of-Way Clearance:

The Contractor shall coordinate with others to obtain necessary clearance related to rights-of-way.

9.9 Utility and Sewage:

9.9.1 Utilities:

The Contractor shall notify Georgia Power or Applicable electrical company and obtain all applicable clearances prior to commencement of any excavation activities.

9.9.2 Sewage:

The Contractor shall notify Dekalb County Department of Watershed Management prior to any work commences to obtain the applicable clearances.

9.9.3 Disruption in Services:

It is not anticipated there will be a disruption in service. However, if it is necessary for the Contractor to cut or relocate any utility, or in any way interfere with any existing service(s), the Contractor shall submit to the Contract Administrator / Designee 48 hours (minimum) in advance, excluding weekends and holidays, and prior to commencing with this part of the work, a complete description of his/her proposed procedures accompanied with a time schedule for restoring the existing service(s) to its operational condition(s) prior to the commencement of construction. Subsequent written approvals must be granted prior to the commencement of such work.

9.10 Minimum Technical Specification: Road Repair, Patching, Milling, and Resurfacing:

9.10.1 Milling:

The existing asphalt surface shall be milled to the depth specified herein and in accordance with GDOT requirements. Milled pavement surfaces are subject to visual and straightedge inspection. The Contractor shall not mill entire roadway before patching operation commences.

9.10.2 The Contractor shall use milling equipment that is the size and shape that allows traffic to pass safely through areas adjacent to the work. Also, use equipment that is:

9.10.2.1 Designed to mill and remove a specified depth of existing asphalt paving;

9.10.2.2 Equipped with grade and slope controls operating from a string line or ski and based on mechanical or sonic operation;

- 9.10.2.3 Capable of removing pavement to an accuracy of 1/8 in. (3 mm); and
- 9.10.2.4 Provided with conveyors.
- 9.10.3 Resurfacing shall be constructed so as to tie into existing streets and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 feet transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.
- 9.10.4 On roadways where milling is carried out on a roadway open to traffic, temporary ramping to ensure the safe passage of vehicles shall be provided.
- 9.10.5 The Contractor shall take considerable care when milling near signalized intersections and shall not damage or destroy any traffic signal sensor loops. This includes both presence and set back loops.
- 9.10.6 Any damage to traffic signal sensor loops shall be repaired at no additional cost to the City. Any damage to traffic signal loops shall be reported to the Contract Administrator / Designee immediately.
- 9.10.7 Immediately after milling, surplus materials shall be removed by a machine of suitable and efficient design and the milled surface swept to remove all dust and loose debris. Every measure and effort shall be taken by the contractor to prevent construction debris from entering into the storm drain system.
- 9.10.8 Following milling operations, where the top layer of asphalt is removed to prepare for resurfacing and patching, the Contractor shall ensure that the new layer of asphalt applied during paving operations has a depth of 1 1/2 inches and the new layer for patching operations has a depth of no less than 2 inches.
- 9.10.9 In areas that have been previously paved, edges are to meet flush and a coating of topping asphalt mix shall be applied to existing pavement to blend with new pavement.
- 9.10.10 Resurfacing shall be constructed to tie into existing streets and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 ft. transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.
- 9.10.11 A 10 ft. (3 m) straightedge may be used to measure surface irregularities of the milled pavement surface. Contractor shall re-mill irregularities greater than 1/8 in. per 10 ft. at no additional cost to the City.
- 9.10.12 Ensure that the cross slope is uniform and that no depressions or slope misalignments greater than 1/4 in. per 12 ft. exist when the slope is tested with a straightedge placed perpendicular to the center line.
- 9.10.13 The cut edges shall be left neat, vertical and in straight lines. The Contractor shall brush and sweep the milled surface by mechanical means to produce a clean and regular running surface with a groove depth not greater than 10 mm, and with a uniform texture.
- 9.10.14 The Contractor shall provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. The Contractor shall not allow dust control to restrict visibility of passing traffic or to disrupt adjacent property owners.
- 9.10.15 The Contractor shall take considerable care when milling near signalized intersections and shall not damage or destroy any traffic signal sensor loops. This includes both presence and set back loops. Any damage to traffic signal sensor loops shall be repaired at the Contractor's expense. Any damage to traffic signal loops shall be reported to the Contract Administrator / Designee immediately.

9.10.16 Roadways that are milled for patching shall be paved the same day to seal the base material.

9.10.17 All milled surfaces are to be resurfaced within one week of the milling operation.

9.11 Manholes:

The Contractor shall lower and make minor adjustments to the manholes. The Contractor shall be responsible for adjusting sewer manholes and water valves within the paving limits. The Contract Administrator / Designee will approve the number of locations for each street.

9.11.1 Storm Drain Drop Inlets and Storm Drain Manholes:

The Contractor shall adjust all storm drains inlets and storm drain manholes.

9.11.2 Remove the asphalt from the manhole cover and the lip of the manhole frame. The Contractor shall pre-mark the cover's position. At this time, the set of covers within the frame shall be checked and the following actions taken:

- a. If the cover is worn so that it is not level with the top of the frame, the existing frame and cover shall be removed and replaced with a new frame cover, equipped with a gasket, and the County Engineer shall be notified.
- b. If the cover can be made to rock within the frame due to uneven wear of the contact surfaces, either the frame or cover or both shall be replaced and the County Engineer shall be notified.

If neither condition (a) nor (b) exists, the Contractor shall continue the process with Step 2 (9.9.2.2).

9.11.3 The Contractor shall remove a thirty (30) inch area surrounding the manhole ring (unless removing the Barton-Southern style manhole then the entire section of concrete must be removed) and excavate to a solid surface below the base of the frame. This solid surface may be either compacted fill or concrete. The depth of the excavation shall be determined based on the frame height plus two 3-inch ring risers at all points.

9.11.4 A jack hammer shall be used to extend the vertical cut down to the solid surface. The Contractor shall ensure that no undermining of the existing surface occurs. The Contractor shall remove all asphalt, concrete, and fill from this excavation. Any loose material shall be shoveled and finally blown out with an air hose.

9.11.5 Remove the cover and lift the existing frame off the surface on which it rests. Remove all loose mortar, loose bricks, and other material from this surface down to the required elevation until a solid base is attained both in the excavation and beneath the existing frame.

9.11.6 Replace the frame measuring to the finish grade to verify that the correct depth has been attained with the addition of the two 3-inch rings. If the original frame is to be used, the frame shall be wire brushed or sandblasted until all rust and debris have been removed. Small pieces of concrete or asphalt bonded to the frame need not be removed if they withstand the brushing or sand blasting.

9.11.7 Metallic shims shall be used under the manhole frame to level with the pavement. Using strings stretched cross the pavement in both directions (both perpendicular to and parallel to the roadway); ensure that the level of the manhole matches the pavement. No tolerance shall be permitted.

9.11.8 The shims shall be cast iron, stainless steel, or hot dipped galvanized steel. They may be built up with flat plates made of the same material if necessary: Broken pieces of brick rock, or other materials are not to be used as shimming material. The frame is to be shimmed in four locations only, at one point on each side of the frame, both perpendicular to and parallel to the roadway.

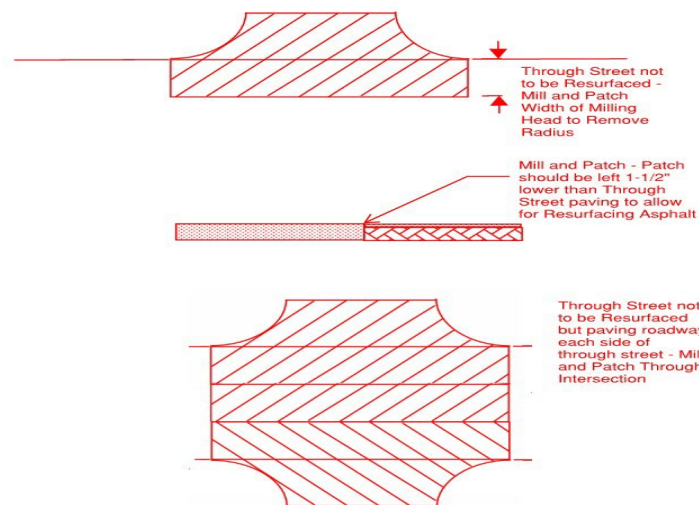
- 9.11.9 The Contractor shall place and inflate an expandable tube inside the frame so that it seals off the open area between the underside of the frame and the surface on which the frame previously rested. This allows the collar to be poured at the same time the excavation is filled.
- 9.11.10 Using a hand or machine operated tamping device, moisten the excavation and tamp the earth until it is tightly compacted.
- 9.11.11 Pour Class "A" concrete cap a minimum of 12 inches in diameter around the entire manhole to a minimum depth of 12 inches in height; under no circumstance shall the concrete reach a height above the frame.
- 9.11.12 **CAUTION:** This is a critical step. The excavation must be moistened before concrete is placed to keep it from drawing water from the concrete and thereby contributing to defects in the concrete. Moisture also improves the tamping process. Tamping must be performed to ensure a solid surface that will not settle when the concrete is placed. Using trowels, work the concrete until it is level creating a smooth finish, leaving no depressions or ridges around the frame. This will require continual reworking since the concrete will tend to flow downhill and must be worked until it holds its shape.
- 9.11.13 Allow the concrete to cure as per GDOT regulations and requirements.
- 9.11.14 **CAUTION:** Do not place concrete when the temperature is expected to drop below 40 degrees in the next 6 hours.
- 9.11.15 The Contractor shall replace manhole lid and repair the roadway by temporarily paving over the manhole until the milling and paving operation has been completed. A smoothness test will be performed by the City. Upon passing the smoothness test, the Contract Administrator / Designee shall provide written approval to the Contractor to proceed with raising the manholes.

9.13 Asphalt:

Asphalt placement for patching should begin as soon as adequate space is available after milling. Roadways shall be resurfaced within ten (10) business days after patching is completed. Failure to comply with the required timeframe may result in assessment of damages of **\$500.00** per day.

- 9.13.1 The Contractor shall place traffic cones on the newly paved surface to prevent vehicular traffic access during the curing phase typically 24-72 hours depending on weather conditions and the type of asphalt used
- 9.13.2 All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Bituminous tack shall not be applied when the pavement is wet.
- 9.13.3 The Contractor is not required to use an MTV (Shuttle Buggy) when placing the 12.5mm asphalt material on the main roadways where work is to be performed.
- 9.13.4 Road surface shall be 9.5 mm Superpave.
- 9.13.5 Plant mix materials shall be in compliance with GDOT regulations and requirements.
- 9.13.6 Bituminous track coat shall be in compliance with GDOT regulations and requirements. AC-20 or AC-30 shall be used or an approved GDOT equivalent "Approved Equal" if available.
- 9.13.7 Prior to placement of Bituminous tack coat surface shall be leveled. Ensure the tack coat is applied evenly across the entire surface, avoiding streaks.

- 9.13.8 Bituminous tack coat shall be applied between .04 and .06 gallons per square yard.
- 9.13.9 Topping course shall be 165 LB/SY, 9.5mm Superpave, GP 2 only, including Bituminous material & H lime (Corrected Optimum Asphalt Content).
- 9.13.10 In areas that have been previously paved, edges are to meet flush and a coating of topping asphalt mix shall be applied to existing pavement to blend with new pavement.
- 9.13.11 It is intended that all bituminous asphalt concrete furnished and placed shall be hot mix recycled asphalt, in accordance with GDOT regulations and requirements.
- 9.13.12 The Contractor shall notify the Contract Administrator / Designee of its intent to substitute bituminous asphalt concrete consisting of 100% virgin material, for the recycle mix.
- 9.13.13 Written approval must be received prior to substitution is to be used. The substitute mix shall meet all the applicable GDOT regulations and requirements. Substitution shall be provided at a no additional cost to the City.
- 9.13.14 All temperature and maximum placement requirements must be adhered to GDOT regulations and requirements.
- 9.13.15 Maximum RAP is 35% rather than 40% allowed by regulations and requirements, as amended.
- 9.13.16 When intersection has radii and tying into a through road that is not being resurfaced, remove radii by making a pass with the milling machine perpendicular to the roadway being resurfaced (see illustration below).



#### 9.14 Striping:

- 9.14.1 On Roadways with Striping – Temporary striping shall be completed on a daily basis.
- 9.14.2 On Roadways with Thermoplastic Striping – Thermoplastic traffic striping must be placed no sooner than fifteen (15) days after placement of 9.5mm asphalt but must be completed within thirty (30) days of placement of 9.5mm. Failure to adhere to this requirement will result in assessment of damages of **\$500.00** per day.

9.15 Thermoplastic Pavement Markings:

Final (thermoplastic) pavement markings shall be placed at least 15 calendar days but no more than 60 calendar days after placement of final asphalt lift.

- 9.15.1 These final pavement markings shall match the original pavement markings, including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the Contract Administrator / Designee.
- 9.15.2 Final pedestrian crosswalk markings shall adhere to the latest GDOT and ADA regulations and requirements.
- 9.15.3 Pavement marking materials shall meet GDOT regulations and requirements and be on the qualified and approved products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.
- 9.15.4 The final pavement markings also include installation of type 1 and type 3 Raised Pavement Markers (RPMs) in accordance with GDOT regulations and requirements, as required.
- 9.15.5 RPMs shall be spaced every 80' as required (every 40' along sharp curves) and as directed by Contract Administrator / Designee and CEI.
- 9.15.6 RPM materials shall meet GDOT regulations and requirements and shall be on the GDOT qualified and approved products list.
- 9.15.7 24 in. white permanent solid stripe is to be installed as a stop bar at each stop sign where previously existed, or as directed.
- 9.15.8 5 in. double yellow permanent double yellow traffic stripe is to be installed at each stop sign of each subdivision entrance approaching main roads for a total centerline length of 50 LF, as directed by the Contract Administrator / Designee.

9.16 Patching:

All patching shall be performed prior to resurfacing. Patching may require asphalt removal and replacement of existing road base with crushed aggregate base material to be approved by Contract Administrator / Designee.

- 9.16.1 All patch work shall be in compliance with GDOT regulations and requirements.
- 9.16.2 The Contractor shall give the City at least twenty-four (24) hours' notice before proceeding with patching a particular location.
- 9.16.3 Areas marked for patching shall be cut out in a rectangular shape 4 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated.
- 9.16.4 The Contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed 7' in width.
- 9.16.5 Patch road surface shall be 19mm Superpave.
- 9.16.6 The Contractor shall patch, and repair identified failed areas including graded aggregate subgrade failures, as indicated by the City. If utilities are discovered within the failed areas, the Contractor shall notify the Contract Administrator / Designee immediately and wait for further instructions.

- 9.16.7 Asphalt placement for patching should begin as soon as adequate space is available after milling. The Contractor shall not mill entire roadway before patching operation commences.
- 9.16.8 Streets/areas that are milled for patching shall be paved the same day to seal the base material.
- 9.16.9 Patching shall be filled to existing depth unless otherwise directed by the Contract Administrator / Designee. All removal and patching operations at any site shall be completed within the same day. Where required, milling depth varies with conditions and shall be the Contractor's responsibility to verify depths.
- 9.16.10 The edges around the patch shall be tack coated using GDOT approved material.
- 9.16.11 Recycled asphalt concrete F-Mix (9.5mm) with Bitum Material and H Lime or Binder (19mm) shall be used for road patching unless otherwise indicated by the City.

9.17 Signal System (Traffic Signal Loops & Detectors) Repair's and Replacements:

- 9.17.1 The Contractor shall repair or replace damaged traffic signal loops caused by work being performed under this contract at no additional cost to the City.
- 9.17.2 Any damage caused by neglect or failure to use care will be repaired or replaced at the expense of the Contractor.
- 9.17.3 The Contractor shall repair and/or replace damaged loops and detectors within seven (7) calendar days after final asphalt lift is placed.
- 9.17.4 The Contractor shall immediately notify the Contract Administrator / Designee when loops are damaged.
- 9.17.5 The Contractor shall notify the Contract Administrator / Designee when the repair or replacement installation has been completed.
- 9.17.6 Location of replacement loops and detectors and lead-in wire, where practical, shall coincide with original location.
- 9.17.7 While performing milling services and damage to the conduit and wire occurs, the Contractor shall make the necessary repairs or be required to install a new traffic signal pull box. The traffic signal pull box shall be a PB-1 conduit and loop lead-in shall be installed in accordance with GDOT regulations and requirements.
- 9.17.8 Traffic signal pull boxes shall be GDOT qualified products.
- 9.17.9 Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

9.18 Curb and Gutter Repair or Replacement:

The Contractor shall repair or replace damaged curbs and gutters at each location in accordance with GDOT regulations and requirements.

10. CONTRACTOR RESPONSIBILITIES:

Unless otherwise specified, Contractor will be responsible for the provision, installation and performance of all equipment, materials, work, etc. offered in their response. Contractors are in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery and installation of materials, equipment, etc. even though it is not of their own manufacture.

10.1 Person of Contact (POC):

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for providing a response to City request for support work during the term of this agreement. Contact information shall include: Name of Contact(s), E-mail address. Website Information, Phone Number, and Fax Number.

10.2 The Contractor shall conform to all applicable OSHA, NEPA, Americans with Disabilities Act (ADA), State and Federal safety requirements, rules, regulations, policies, and procedures to perform the work requested herein.

10.3 The Contractor shall conform to and meet the requirements of the GDOT Standard Specifications Construction of Transportation System, as amended.

10.4 The Contractor shall verify and confirm all dimensions for each location and report them to the Contract Administrator / Designee.

10.5 The Contractor shall supervise and oversee all work performed under this contract.

10.6 The Contractor shall provide and maintain a Punch list throughout the entire project.

10.7 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and provide reasonable protection to prevent damage to properties surrounding the work site, injury or loss to employees, materials, and equipment in connection with the performance of the work herein.

10.8 The Contractor shall be responsible for preservation of all public property consisting of but not limited to; private property, driveways, sidewalks, curbs, catch basins, waterways, trees, highway signs and markers, monuments, fencing, grassy and sodded areas, alone and adjacent to the highway, roads and streets surrounding project sites except where work is to be performed.

**Note:** Replacement or repair of damaged property as listed above must be completed within 15 days of occurrence, failure to adhere to this time requirement will result in assessment of damages of **\$500.00** per day.

10.9 The Contractor shall be use care in protecting the riding surface of all roadways. Gouges and edge failures and curb damage will be corrected at no additional cost to the City.

10.10 The Contractor shall be responsible for protecting all existing utilities, irrigation, drainage structures, pipes and signs within the limits of this project site shall remain in place and be in working condition during and after the completion of this project.

10.11 The Contractor shall assess the conditions at this site, notify the designated Project Manager in writing of any discrepancies, conflicts, or omissions promptly upon discovery, and make necessary recommendations to resolve identified issues.

10.12 The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately always dressed), and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

10.13 The Contractor shall enforce strict discipline and good order amongst its employees and other persons carrying out work under this contract.

10.14 The Contractor shall be responsible to the City of acts and omissions of its employees, subcontractors, and other agents performing portions of the work for or on the behalf of the Contractor or any of its subcontractors.



10.15 The Contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

10.16 The Contractor shall be solely responsible for the safety of its employees and subcontractors hired to perform the work requested herein.

10.17 The Contractor shall ensure all employees and subcontractors assigned to perform work under this contract are properly licensed, trained and certified.

10.18 The Contractor shall restore all trees, shrubbery, and sodding if all areas disturbed while performing the work herein (as applicable).

10.19 The Contractor shall remove all material removed from the roadway from each site and dispose of it in accordance with State, Local, Federal rules and regulations. No stockpiling of removed materials shall be allowed on site.

10.20 The Contractor shall ensure the job site and surroundings are free from the accumulations of waste materials or rubbish on a daily basis, prior to their departure. Failing to comply may result in an assessment of damages in an amount of **\$500.00** per day.

10.21 Reporting Dangerous Conditions / Situations:

The Contractor shall notify the Contract Administrator / Designee of any and all encounters with unsafe and dangerous conditions and/or unusual situations occurring at work sites while working on this project.

11. WORK SCHEDULE:

A penalty fee of **\$500.00** per hour will be imposed on the Contractor for failure to comply with the work schedule provided below:

11.1 City Roads:

Regular work Hours: 7:00 am to 7:00 pm, Monday through Friday. The City will consider extended workdays, workweeks and hours upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.). Lane closures are limited to the hours of 9:00 AM to 4:00PM.

11.2 County Roads:

The Contractor shall observe all restricted hours when performing work on County roads in accordance with Dekalb County Ordinance Section 23-2. Regular Work Hours: 7:00 am to 6:00 pm, Monday through Friday and 8:00 am to 6:00 pm, Saturday. The City will consider extended workdays, workweeks and hours upon written request by the Contractor on a case-by-case basis and upon receipt of written approval from the County. No work will be allowed on Sundays and County observed holidays.

12. MATERIALS AND METHODS:

Materials and methods to complete this project shall be in accordance with GDOT requirements and regulations.

12.1 Materials:

Materials must be certified, were required and come from GDOT approved sources and product list, were required. The Contractor will be required to submit in writing a list of proposed sources of materials. Upon request, the Contractor shall provide certificates from manufacturers for products and materials used to complete this project.

12.2 Testing:

When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work which has

been completed and evaluated. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved consultant/lab hired by the City.

13. EQUIPMENT AND MATERIAL:

The Contractor shall ensure all equipment used on this project complies with and is used in accordance with all pertinent safety regulations. Comply with the manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealant and lubricants. Before construction starts on any particular sequence of work, all equipment and materials necessary for proper execution of the work shall be on site and in good/full working order.

14. MAINTENANCE OF TRAFFIC (MOT):

The Contractor shall closely follow the directions provided throughout this document and shall be in conformance with the applicable sections of the GDOT Section 104.05, 107.09 and 150. Temporary speed limit reductions in Work zones must comply with Georgia Law (Code Section 40-6-188).

14.1 The Contractor shall provide a comprehensive MOT Plan to the Contract Administrator / Designee for review and approval.

14.2 The Contractor shall conduct operations that shall not close any thoroughfare, nor interfere in any way with any traffic on roadways without the written consent of the proper authorities within the City.

14.3 The Contractor shall confine operations of all equipment, workers and storage of materials and equipment to areas permitted by law, ordinances, permits or the requirements of the contract and shall not unreasonably encumber the premises with material or equipment.

14.4 NO WORK shall be performed as denoted under herein, without the appropriate and approved maintenance of traffic signs, barricades, flashers and ALL other applicable Maintenance of Traffic (MOT) items being in place per the approved written MOT plan(s).

14.5 In addition to the Maintenance of Traffic (MOT), driveways and entrances must be kept open, with a minimum disturbance to the adjacent property owner(s). However, by agreement with each owner the Contractor may obtain permission to close such accesses for a short period of time. Any such agreement must be obtained in writing from the applicable property owner(s).

14.6 The flow of traffic will be maintained at all times during construction by permitting at least one lane of traffic to move through the construction site. All flagmen, warning signs, barricades and lights necessary to control the traffic and protect the public shall be furnished by the Contractor. All traffic control devices will be in accordance with the GDOT "Manual on Uniform Traffic Control Devices for Streets and Highways 2009 Edition.

14.7 Traffic, whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signage) on the project sites at all times, particularly during inclement weather, to ensure that the ingress and egress are safely provided when and where needed.

14.8 Two-way traffic shall be maintained at all times, unless otherwise specified or approved by the City. In the event of an emergency, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

14.9 The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and GDOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

- 14.10 All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense, except as otherwise called for in the plans. At no time will Contractor remove regulatory signing which may cause a hazard to the public.
- 14.11 The Contractor shall contact MARTA at least three weeks prior to commencement of any work to coordinate construction and rest of the signs.
- 14.12 **Public Notification:** The Contractor shall be responsible for installing signs at each entrance to each subdivision one week prior to commencement of work requiring lane closure. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for installing lane closure and construction signage per MUTCD guidelines. Payment for this will be included in the item for Traffic Control. Properties requiring driveway closures must be notified no less than one week prior to said closures.

15. **LIQUIDATED DAMAGES:**

Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of Two Hundred and Fifty Dollars (**\$200.00**) for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor.

16. **WEATHER:**

The Time of Completion for this project has been calculated assuming that the weather conditions will be average to moderate. If in the opinion of the City's Contract Administrator / Designee / Project Manager that the weather escalates to a point where the work delays on the project more than the Contractor could have reasonably anticipated or controlled, the Contract Administrator / Designee will make arrangements for extending the time of completion for each individual work order package, once the request has been made for such extensions by the Contractor.

- 16.1 If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the project scheduled activities.
- 16.2 The Contractor will be required to promptly notify the City's Contract Administrator / Designee / Project Manager in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any such notification received by the Contract Administrator / Designee / Project Manager, more than five business days after the delay has occurred will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the applicable jurisdiction(s).

17. **DELIVERY, STORAGE, AND HANDLING:**

The Contractor shall coordinate delivery and arrange storage of materials (if needed). Storage space may be limited. Components sensitive to damage in a harsh environment shall be stored off-site and delivered as needed. The Contractor shall provide all necessary protective covering needed to prevent damage to surround work areas. The Contractor shall be responsible for on-site security of tools, equipment and materials.

18. **RESPONSE TIME:**

The Contractor shall respond to request for services within twenty-four (24) hours of notification by the City.

19. **RESTORATION OF PROPERTY:**

Property - whether public or private - if damaged during construction or removed for the convenience of the work; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator, prior to final acceptance of the work. Restoration of certain items (such as benches, shelters, traffic signs, street signs, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare.

20. DISPOSAL OF EXCESS MATERIAL:

All excavated material(s) which is not required for the work shall be promptly removed from site and safely disposed of by the Contractor; such removal and disposal of the applicable material(s) shall be the sole responsibility of the Contractor and conducted at his/her expense.

21. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING:

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to the uniform. Uniforms shall comply with all safety provisions from the Georgia Department of transportation, OSHA, and the City.

22. CONTRACTOR AND SUBCONTRACTOR VEHICLES:

The Contractor's company vehicles shall be distinctly labeled with the company name; and shall only be parked in designated spaces provided by the City.

23. DAMAGE REIMBURSEMENT:

The Contractor shall be solely responsible for, and shall reimburse the City, any and all costs and/or expense of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, replacement of mounted equipment and infrastructure.

24. WARRANTY:

All materials shall be fully warranted and guaranteed for a minimum of One (1) year from date of completion of services and acceptance by the City. Labor shall be for a period of One (1) year. All applicable warranties shall start at the time of project final inspection and acceptance by the City. During the warranty period, the Contractor shall repair and/or replace defective workmanship at his/her expense for work showing such defects.

25. CLEAN UP:

All usable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

26. WORK ACCEPTANCE:

26.1 Services to be performed under this agreement will be inspected by an authorized representative of the Engineering Department. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions.

26.2 The City shall provide written notice of acceptance or rejection within five (5) business days of completion of final inspection.

27. FINAL INSPECTION AND WORK ACCEPTANCE:

The Contractor shall perform a joint inspection with the City's authorized representative for each project upon the completion of all work. The Contractor shall notify the City when the work is complete and ready for the City's final inspection. After final inspection, the City's authorized representative for the project will accept the work if the Contractor has satisfactorily:

27.1 Corrected all deficiencies observed during the final inspection and no new deficiencies have been observed;

27.2 Submitted all other required contract deliverables; and

27.3 The Contractor shall correct work rejected by the City or work failing to conform to the requirements of the contract documents, whether or not fabricated, installed or completed. This shall occur within at least five (5) business days of notice to the Contractor, unless otherwise agreed upon with City staff. The Contractor bears the costs of correcting such rejected work, including additional testing, inspections required and compensation for City services and expenses made necessary thereby.

28. REPORTING REQUIREMENTS:

The Contractor shall submit a two (2) week projected schedule each Friday by 3:00pm. The projected schedule of upcoming project activities shall clearly identify road segments to be paved within the next two (2) weeks.

29. INVOICING AND PAYMENT:

The Contractor shall submit a detailed “itemized” invoice list of equipment, labor, parts, and appurtenances used under this agreement. All one-time and reoccurring charges shall be identified on the invoice. Installation services fees shall be submitted and paid as a one-time charge to the City.

Invoices shall be submitted as follows:

1. Initial: Upon Completion of 50% of the project.
2. Final: Upon Completion and City’s Acceptance of Work.

**Note:** Payment Retainage is applicable to this agreement at a rate of **10%** and will be withheld until it has been determined that the Contractor has complied with the requirements of the contract.

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## GENERAL TERMS AND CONDITIONS

The following instructions are given for the purpose of guiding Bidder's in properly preparing their bids responses. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **ADDENDUMS AND INTERPRETATIONS:** No interpretation of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on Page CITB-2 of this solicitation package and on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>). Questions received after this time will not be answered.
  - Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>).
  - Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document.
  - **Bidder** shall verify in Bidnet (<https://Bidnetdirect.com/georgia/cityofstonecrest>) that their bid response includes "all" addenda(s) before submitting a bid. Receipt of all addenda shall be acknowledged by the Bidder(s) on the Statement of Qualification Certification Form "Addendum Acknowledgement Section" and submitted with bid response.
2. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Procurement Official. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Procurement Official.
3. **AWARD:** This Bid shall be awarded to the Bidder providing the lowest responsive and responsible bid and meets and/or exceeds the pre-qualification requirements. Award may be in whole, or by line item, or by group, whichever is determined to be in the best interest of City. Award will be made to the responsive and responsible Bidder, quoting the lowest price, for that product/service that will best serve the needs of the City.

The City also reserves the right to accept or reject any or all bids, part of bids, to waive minor irregularities or variations to specifications contained in bids, minor irregularities in the bidding process, to negotiate terms with the successful Bidder and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City also reserves the right to award the contract on a split order basis; lump sum basis; individual item basis; or such combination as shall best serve the interest of the City. Awarded Bidder and all subcontractors/suppliers shall register as a Contractor with the City prior to notice to proceed and maintain active status in the City's Vendor Registration System.

4. **BID BOND: REQUIRED FOR THIS SOLICITATION**

Each submittal shall be accompanied by a bid guaranty in an amount equal to five (5) percent of the total bid amount, payable to The City of Stonecrest. A certified check, cashier's check or bank officer's check, for the sum set forth in the advertisement, made payable to the City, or bid bond in such amount, shall accompany each bid response as evidence of the good faith and responsibility of the Bidder. The check or bond shall be retained by the City as liquidated damages should the Bidder refuse to or fail to enter into a contract for the execution of the work embraced in this bid, in the event the bid submittal of the Bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture. The above bond or check shall be a guarantee that the Bidder will, if necessary, promptly execute a satisfactory contract and furnish good and sufficient bonds. As soon as a satisfactory contract has been executed and the bonds furnished and accepted, the check or bond accompanying the bid of the successful Bidder will be returned to him. The certified or other checks or bid bonds of the unsuccessful Bidders will be returned to them upon the acceptance of the bid of the successful Bidder. If the successful Bidder shall not enter into, execute, and deliver such a contract and furnish the required bonds within ten (10) days after receiving notice to do so, the certified or other check or bid bond shall immediately become the property of the City as liquidated damages. Retention of such amount shall not be construed as a penalty or forfeiture.

5. **BIDDER'S COSTS:** The City shall not be liable for any costs incurred by Bidder's in responding to this ITB. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidder, and shall not be reimbursed by the City.
6. **BIDDER PERFORMANCE REVIEWS AND RATINGS:** The City Contract Administrator may develop a Bidder's performance evaluation report. This report shall be used to periodically review and rate the Bidder's performance under the contract with performance rating as follows:
- Excellent - Far exceeds requirements.
  - Good - Exceeds requirements
  - Fair - Just meets requirements.
  - Poor - Does not meet all requirements and Proposer is subject to penalty provisions under the contract.
  - Non-Compliance - Continued poor performance after notice or a performance level that does not meet a significant portion of the requirements.

This rating makes the Bidder subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Bidder shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Bidders' performance reviews and subsequent reports will be used in determining the suitability of contract extension.

7. **CODE REQUIREMENTS:** The Contractor and his or her subcontractors on this project must be familiar with all applicable Federal, State, City, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. The contractor shall ask for and receive any required inspections.
8. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the model of the current standards production available at the time of the solicitation response. The goods must be suitably packaged for shipment by a common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Contractor and purchase order number.
9. **CONE OF SILENCE:** In accordance with the State of Georgia Purchasing Act, the City prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between any person's representative seeking award from such competitive solicitation; and any City Council person or legislative staff, or any City employee authorized to act on behalf of the City Council to award a contract under this Bid.

The Cone of Silence shall be in effect as of the date the solicitation has been released and advertised, bids or other response to this competitive solicitation and shall remain in effect and subject to the terms of this section for any person or person's representative.

The provisions of this division shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the City Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between any employee and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, City Council, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the City Council, awards or approves a contract, rejects all bids or responses or otherwise take action which ends the solicitation process.

Any Contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

**10. CONFLICT OF INTEREST:** All Bidders MUST disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidders firm or any of its subsidiaries.

**11. CONFIDENTIAL, PROPRIETARY OR TRADE SECRET:** "If a supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly redact in a separate redacted copy each such submission or portions of the submission considered to be excluded from disclosure and specify the statutory exemption justifying such exclusion, i.e., code section Official Code of Georgia Annotated (OCGA) § 50-18-72(20)(A) 'Records that reveal ...'

"Wholesale designation of a response or substantial parts of a response as 'confidential' will not be accepted by the City. If only portions of a page are subject to some disclosure, the supplier should not redact the entire page. **Please note: Even though information, financial or other, submitted by a supplier may be marked as 'confidential' or 'proprietary,' the City will make its own determination regarding which information may or may not be withheld, redacted, from disclosure.**"

**12. CONTINGENCY FEES:** By submission of this solicitation response, Bidder certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Bidder to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Bidder.

**13. CONTRACT ADMINISTRATOR:** The City may designate a Contract Administrator whose principal duties shall be:

- Liaison with Proposer.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Proposer's performance.
- Schedule and conduct Proposer performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**14. CONTRACT PERIOD:** This is a fixed one-time contract. There are no Renewal options for this solicitation or contract upon award. The Procurement Department shall issue a fixed one-time contract incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Time extensions may be granted due to unforeseen circumstances that necessitate an extension to complete the project(s).

**15. DEBARRED OR SUSPENDED BIDDERS:** The Bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any state, local or federal department or agency.

In accordance with Georgia State Financing and Investment Commission (GSFIC), as amended, "A contractor that has been declared in default or a contractor that is owned or controlled by the same person(s), firm(s), or corporations(s) or is a parent, subsidiary, branch, or affiliate of a contractor that has been declared in default, shall not be eligible for award of an additional contract until the default has been cured. Contracts provide that a Contractor that fails to meet the Final Completion Date is ineligible for award of contract under certain circumstances. Entities listed as "Ineligible" on the Debarred, Suspended or Ineligible Entities List include those entities that are currently in default under the terms of a contract with GSFIC and those entities that are ineligible pursuant to a contract provision or agreement. This also applies to Contractor's debarred and/or suspended by the City.

**16. DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

**17. DRUG-FREE WORKPLACE:** Preference shall be given to a business with Drug-Free Workplace (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.



**18. DUN & BRADSTREET REPORT REQUIREMENT:** The City of Stonecrest may review the Bidders rating and payment performance to assist in determining a Bidders(s) responsibility when being evaluated for a contract award.

**19. EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.

The Contractor selected to perform work on a City project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by *U.S. Department of Transportation funds* shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the deems appropriate.

**20. GOVERNMENTAL RESTRICTION:** In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

**21. INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder's sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and, in all respects, the successful Bidder's relationship, and the relationship of its employees, to the shall be that of an Independent Contractor and not as employees or agents of the City.

**22. INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, agents, representative and employees of each, from damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relation to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

No recourse under or upon any obligation, covenant or Contract contained in this Contract, or any other Contract or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this

Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee representative or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, representative or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

In any and all claims against the City, or any of their officers, members, agents, representatives, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

No provisions of this Section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

- 23. INCONSISTENCIES:** Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses See page **CITB-4** of this solicitation package. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.
- 24. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the.
- 25. INSURANCE:** Bidder shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Contract, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Georgia and having agents upon whom service of process may be made in the State of Georgia.
- 26. JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The contract shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Superior Court in Dekalb City. The City of Stonecrest, Georgia, the venue situs, and shall be governed by the laws of the State of Georgia. By entering into this contract, Contractor and hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in a lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.
- 27. LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, City, local laws, City policies, ordinances, rules and regulations, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
- 28. LOBBYING ACTIVITIES:** ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, with the State Purchasing Act and Official Code of Georgia Annotated (O.C.G.A.) Section 50-5-50 et seq) and State of Georgia Lobbying Rule 111-1-2 and applicable rules, policies and laws [GA R&R - GAC - Subject 111-1-2 VENDOR RELATIONSHIPS](#).
- 29. LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:** All Contractor(s) maintaining a business address within Dekalb City and City of Stonecrest must have a current Dekalb City and City Local Business Tax Receipt issued by the Dekalb City Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your company's/firm's Local Business Tax Receipt, contact the Dekalb City Tax Commissioner Office at (404) 371-2000 and

City of Stonecrest at (770) 224-0200.

30. **MISTAKES:** Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or calculation errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written Amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in bid being deemed non-responsible and will be rejected.
31. **MODIFICATIONS:** All changes to contract, agreements, and purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
32. **NON-COLLUSION STATEMENT:** By signing its Bid, the Bidder certifies that its Bid is made independently and free from collusion. Bidder shall complete and submit the Non-Collusion Affidavit Form located in **Attachment "A" – Bidder's Required Forms**, to their best knowledge, any City officer or employee, or any relative of any such officer or employee as defined in O.C.G.A Section 50-5-67 and State of Georgia Purchasing Act, who is an officer or director of, or has a material interest in, the supplier's business, who is in a position to influence this procurement. Any City officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

**Failure of a Bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.**

Bidder, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State of Georgia, Corporations Division.

33. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The City may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned, and the City has the right to dispose of them as its own property. No written notice of rejection is needed for food(s) and drug(s). Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Contractor being found in default.
34. **NON-DISCRIMINATION:** It is the policy of the City not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of Contractors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the Contractor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for the State of Georgia and Dekalb City.

Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to withholding of payments to the Contractor under the Contract until the Contractor complies, and/or, cancellation, termination or suspension of the Contract, in whole or in part.

35. **NOTICE:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth

herein until changed in writing in the manner provided in this section. For the present, the City of Stonecrest designates:

Procurement Official, Procurement Department  
3120 Stonecrest Blvd., Suite 190  
Stonecrest, Ga. 30038

The Contractor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

**36. OPEN RECORDS ACT:**

The Contractor shall comply with Georgia's Public Records Act, O.G.C.A. Code § 50-18-70 et seq. and City's Public Records Request Policy, by agreeing to:

**GEORGIA PUBLIC RECORDS ACT:**

- (a) "After final contract award has been made or after a bid has been cancelled following evaluation without intent to rebid, requests for access to supplier proposals and communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to the Official Code of Georgia Annotated (OCGA) § 50-18-70 et seq., GTA shall make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.
- (b) Requires the administrative review document, which records every bid or proposal conforming to the terms of the advertisement, to be available for public inspection, upon request, within one business day of the City's posting of the Notice of Intent to Award (or the Notice of Award in the event the City does not issue the Notice of Intent to Award).

**CITY PUBLIC RECORDS AND REQUESTS:**

- (a) Keep and maintain all public records that ordinarily and necessarily would be required by City to keep and maintain in order to perform the services under this Contract.
- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in accordance with O.G.C.A, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF O.G.C.A. Code § 50-18-70 AND CITY'S PUBLIC RECORDS REQUEST POLICY AND PROCESSES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS 3120 STONECREST BLVD., STONECREST, GA. 30038, BY EMAIL AT [CITYCLERK@STONECRESTGA.GOV](mailto:CITYCLERK@STONECRESTGA.GOV), OR BY TELEPHONE (770) 224-0200.**

- 37. "Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or Contractors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and Contractor which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the City, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the City.

**38. PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

**39. PAYMENT:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Georgia Prompt Payment Act, O.C.G.A §§13-11-1 to 13-11-11. All applications for payment shall be submitted to the address indicated in the purchase order. The City will pay the Contractor after receipt, acceptance, and a proper invoice is received. ***Invoices must bear the Purchase Order Number.***

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Georgia Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the successful Contractor's work product, and agreement cannot be reached between the City and the successful Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the successful Contractor's work product, and agreement cannot be reached between the City and the successful Proposer on a payment for the work completed and usable to the City.

**40. PERFORMANCE AND PAYMENT BOND: REQUIRED FOR THIS SOLICITATION**  
BIDDERS MUST SUBMIT A LETTER OF PROOF OF ITS ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WITH BID SUBMITTAL. **FAILURE TO SUBMIT PROOF OF ABILITY TO OBTAIN A PERFORMANCE AND PAYMENT BOND WILL RESULT IN A NON-RESPONSIVE DETERMINATION.**

1. This contract is required to be bonded pursuant to O.C.G.A. § 36-91-70. Payment and performance bonds are required for all construction contracts in excess of \$100,000.00; however, the City may also require bonds for construction contracts valued at less than \$100,000.00 of for any non-construction contracts.

- Surety bonds issued by a surety authorized to do business in the state of Georgia are acceptable. Unless otherwise specified in the solicitation, other types of bonds including cash bonds, checks, and certified checks are not acceptable.

2. The Contractor shall furnish a Performance and Payment Bond in the amount equal to **100%** of the first-year contract value, whichever is greater, within ten (10) business days of a written Notice of Intent to Award by City.

3. Should the successful Bidder fail to furnish a Performance Bond, the bid guaranty shall be forfeit. Bid security shall be a bond provided by a surety company authorized to do business in Georgia, cash, cashiers or official bank check.

4. All bonds must be underwritten by a surety company authorized to issue bonds in the State of Georgia. The Contractor shall deliver required bonds to the City no later than thirty (30) days prior to the start of work contemplated in this Contract.

5. If the Surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Georgia, or it ceases to meet the requirements of O.C.G.A. § 36-91-70, the Contractor shall within five (5) days thereafter substitute Surety, both of which shall be acceptable to the City.

6. Once activated, the Performance and Payment Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. The Bidder shall provide an annually renewed Bond. Bonds shall be executed by the Bidder and surety company authorized to do business in the State of Georgia with an A.M. Best rating of "A-"(Excellent) or better, which bond

shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers.

7. If the value of the contracted work increases, the Bidder shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. A letter from your bonding company that verifies you can comply with this requirement and the maximum amount of bonding capacity in which your firm can be bonded must be included with your proposal.
8. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any loss or damages from the Contractor to the City.

**41. PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law as indicated on Page CITB-34 of this solicitation and maintain the same in full force and effect throughout the Term of this Contract. Any changes of the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and appropriate licenses, including but not limited to any permit or license which may in the future be required by them to engage in the business of providing Roadway/Street Resurfacing Services in Dekalb City, shall constitute an event of default.

**42. PERSONAL INVESTIGATION:** Bidders shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, Executive Director, or their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the contract.

**43. PRICES:** Firm prices shall be provided and include all handling, set-up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- **THE CONTRACTOR:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity (ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- **C.O.D.:** Cash on delivery shipments will not be accepted.
- **TIES:** The Procurement Department will break tie responses in accordance with the Purchasing Policy and Procurement Processes and Procedures Standard Operating Procedure.

**44. PROTEST PROCEDURES:** In accordance with the City's Purchasing Policy, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

- **Right to protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the formal solicitation or award of a contract may protest to the City. Protestors shall seek resolution of their complaints initially with the Procurement Official. A protest with respect to a formal solicitation shall be submitted in writing prior to the opening of bids or the closing date of submittals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals/responses.
  1. **Timeliness.**
    - a. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal.

- b. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, but in no event shall any protest be submitted more than ten business days after the award of the contract.
  - c. Untimely protests are invalid and shall be denied as such.
- 2. Contents of Protest. The protest shall, at a minimum, be in writing and include the following information:
  - a. Identity and contact information of protestor;
  - b. Appropriate identification of the subject solicitation or award;
  - c. Detailed statement of the legal and factual grounds of the protest;
  - d. Documentation supporting the protest and/or allegations;
  - e. Statement of the specific relief requested; and
  - f. Signed by an officer or person authorized to sign contracts on behalf of the protestor.
- 3. Submission of Protests. All protests shall be submitted to the Procurement Official via registered mail, overnight delivery, or hand delivery.
- 4. Protest Resolution. If a protest complies with subsections (1) through (3) above, the City Manager shall request a response from the Procurement Official. The Procurement Official's response will be returned to the City Manager within seven (7) business days from the submission of the protest. The City Manager is empowered to decide to uphold, dismiss or amend the decision of the Procurement Official.
- 5. Decision on Protest. The City Manager and/or Procurement Official shall inform the protestor of the decision in writing within fifteen (15) business days of the submission of the protest or, if the City Manager requires more time to render a decision, the City Manager and/or Procurement Official will advise the protestor within the initial ten (10) days of the additional amount of time required to render a decision.
- 6. Appeals. Any actual Bidder or Proposer who is aggrieved by the decision of the City Manager in connection with a protest shall file a notice of appeal with the City Manager and City Clerk within seven (7) days of receipt of the decision.
  - a. Hearing. The City Manager shall set a hearing date before City Council not more than thirty (30) days from the date of receipt of the notice. The City Clerk shall cause notice of the hearing date, time, and location to be served upon the parties by registered mail. At the hearing, all parties shall be provided with a fair and impartial hearing and shall be allowed to offer argument as to whether the City Manager's decision should be affirmed or overturned. Said hearing will not be de novo but shall be of an appellate nature.
  - b. Decision. Within seven (7) days of the hearing, the City Council shall issue a written decision on the appeal, which shall either affirm or reject the City Manager's decision. The City Clerk shall send a copy of the decision to the protestor(s) by registered mail.
  - c. Finality. A decision by the City Council under subsection 6(b) above shall be final and conclusive as to the City's appeal process. Any further action shall be through the court.
- 7. Stay of Procurement. In the event a protest complies with subsections (1) through (3) above, the Procurement Official shall not proceed with the further solicitation or award of the Contract until all administrative remedies have been exhausted, or the City Manager or City Attorney makes a determination that the award of the contract without delay is necessary to protect the interests of the City.



- 45. QUALIFICATIONS OF CONTRACTOR:** The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
- 46. REJECTION OF BIDS:** The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.
- 47. RESERVATION FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the CITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- 48. RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL** - The Inspector General of State of Georgia has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the Bidder as justification for termination.
- 49. SAFETY STANDARDS:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and O.G.C.A rules and regulations, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to Code Enforcement Department, 3120 Stonecrest Blvd., Suite 190, Stonecrest, Ga. 30338 and with bid/proposal submittals in Bidnet.
- 50. SCRUTINIZED COMPANIES:** Georgia law specifies that certain suppliers identified as "Scrutinized Companies" are ineligible to bid on state entity procurements. Please refer to O.C.G.A. § 50-5-84 "Scrutinized Companies" Conducting Business Operations in Sudan, O.C.G.A. § 50-5-84.1 "Scrutinized Companies" Owned by the Government of Russia or Belarus, and O.C.G.A. § 50-5-84.2 "Scrutinized Companies" Owned by the Government of China for additional



information. This is applicable for contracts worth \$100,000.00 or more.

Any supplier that has, or has had within the last three years, any business activities or other operations outside of the United States must certify that it is not a "scrutinized company". A "scrutinized company" is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil related activities, or the production of military equipment, but excludes a company which can demonstrate any of the exceptions noted in (O.C.G.A.) Section 50-5-84. Suppliers will be prompted to certify their status as part of the bidding process. If the supplier is a "scrutinized company", the supplier shall not be eligible to bid on or submit a proposal for a contract with the state entity unless the City makes a determination in accordance with (O.C.G.A.) Section 50-5-84 that it is in the best interest of the state to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring the City to make such a determination must contact the City in writing via email at [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov). The written request must include the company's name, a description of the request, and identification of the solicitation to which the supplier desires to submit a response.

False certification by a supplier as to its status as a scrutinized company may result in civil penalties, contract termination, ineligibility to bid on state contracts for three or more years, and/or any other available remedy. In the event the procurement professional has reason to believe a supplier has made a false certification, the procurement professional must report the information to Procurement Official. by submitting an email to [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov).

**Anti-Boycott of Israel Activities:** Pursuant to O.C.G.A. § 50-5-85 This is applicable for contracts worth \$100,000.00 or more with a company that employs more than five persons, unless the contract includes a written certification that such company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel, as amended.

- 51. STATE OF GEORGIA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the Contractor(s) responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Georgia and be in good standing with the Georgia Secretary of State. For further information, contact the State of Georgia, Corporations Division.

The City will review the Contractor(s) business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to conduct business in the State of Georgia.

- 52. TAXES:** The City is exempt from Federal Excise and State Sales taxes. Contractors or contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City unless an exemption is available to the Contractor or contractor, nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**53. TERMINATION:**

**Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the City, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the City. The City Council shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City may terminate this contract upon thirty (30) days prior written notice to the Contractor.

**For Cause:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may upon ten (10) days prior written notice to the Contractor terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

**For Convenience:** The City reserves the right, in its best interest as determined by the City, to cancel the contract

by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**Non-Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

54. **WITHDRAWALS:** Any Bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

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## SPECIAL TERMS AND CONDITIONS

1. CONTRACT TERM:

This is a one-time fixed project.

2. CONTRACT RENEWAL OPTION:

There are no Renewal options for this solicitation.

The Procurement Department shall issue a fixed one-time contract incorporating this Construction Invitation to Bid and the Bid documents submitted by the bidder awarded the contract.

3. BIDDER RESPONSIBILITY:

The undersigned Bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Georgia.

4. SPECIFIC EXPERIENCE REQUIRED:

The following expertise is required to be considered for this contract. Specific references attesting to this expertise must be submitted with bid.

Bidder shall demonstrate previous experience in performing force main crossing replacement services, in the State of Georgia within the last **five (5) years**. Bidder shall submit proof of experience for a minimum **of three (3) projects of similar scope and scale (or larger) and shall**, for each project listed, identify location; dates of project start and end date; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

5. REQUIRED LICENSING:

In order to be deemed responsive and responsible to this solicitation, Bidder's **Must** be registered to do business in the State of Georgia, possess all required State, Federal, and Local licenses and certifications required to perform the services requested herein. **Failure to be registered in with the State of Georgia will result on a non-responsive and non-responsible determination.**

**THE CONTRACTOR MUST POSSESS A BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION. Failure to submit proof of all required license(s) and certification(s) with proposal submittal will result in a non-responsive and responsible determination.**

Required licenses and certifications shall consist of the following, but are not limited to:

State:

General Contractors License

Certified Underground Utility and Excavation Contractor License

**(Issued by the State of Georgia of Business and Professional Regulation)**

Current GDOT Hot Mix Asphalt Prequalification Certification

Employee(s) Flagger Certification(s)

Employee(s) Material Technician Certification(s)

Copy of Active/Current Business License

**(Must be registered with the State of Georgia)**

6. REQUIRED PERMITS AND FEES:

The Contractor shall obtain all required state, federal, and local required permit(s) upon award and prior to commencement of any work:

Permit(s): Must be issued by the City of Stonecrest as applicable.

The awarded Contractor shall procure and pay for all permits and licenses, charges, fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in the bid price except where noted in the scope of work.

7. INSURANCE REQUIREMENTS:

Insurance requirements shall be consistent with the Department of Administrative Services, SPD-SP048, as amended. The successful Bidder entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: **(Proof of insurability must be submitted with bid submittal)**.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- \$1,000,000 per occurrence for Property Damage
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

Professional Liability Insurance (Errors and Omissions):

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per the Worker's Compensation Act in the State of Georgia, Official Code of Georgia Annotated (O.C.G.A.) Title 34, Chapter 9) as amended. Any Contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$100,000 per accident. Exceptions and exemptions will be allowed in accordance with the Department of Administrative Services (SPD-SP048, as amended).

The Contractor and its insurance carrier waives all subrogation rights against the City, a Georgia Municipal Corporation, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with proper designated code associated with "Waiver of our Right to Recover" from others or equivalent in accordance with Official Code of Georgia (O.C.G.A.) Annotated §34-9-9-8 and 34-9-11.1.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all Contractors including but not limited to the construction industry.

#### Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the City.

#### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. **The Contract and/or Solicitation Number, event dates, or other identifying reference must be listed on the certificate.**

#### The Certificate Holder should read as follows:

City of Stonecrest  
3120 Stonecrest Blvd., Suite 190  
Stonecrest, Ga. 30038

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Georgia, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the Procurement Department as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractor comply with these insurance requirements. All coverages for independent and subcontractor shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

**NOTE: SOLICITATION NUMBER AND PROJECT DESCRIPTION MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF STONECREST MUST BE NAMED ON THE CERTIFICATE AS AN "ADDITIONAL INSURED" ON GENERAL LIABILITY POLICIES.**

**A Sample Insurance Certificate shall be included with the bid response to demonstrate the company's/firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the insurance companies' names for all required coverage, and the dollar amounts of the coverage.**

Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid response and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Stonecrest  
Attn: Procurement Department  
3120 Stonecrest Blvd.  
Stonecrest, Ga. 30038  
E-Mail: [Procurement@stonecrestga.gov](mailto:Procurement@stonecrestga.gov)

8. Maintenance Bond:



City of Stonecrest, Georgia

Procurement Department

3120 Stonecrest Blvd., Suite 190

Web: [www.stonecrestga.org](http://www.stonecrestga.org)

Office: Phone: (772)-224-0200

Email: [Procurement@stonecrestga.org](mailto:Procurement@stonecrestga.org)

**2025 STREET RESURFACING PROJECT**

**CITB-0004-25**

**TO:** ALL BIDDERS

**FROM:** CITY OF STONECREST PROCUREMENT DEPARTMENT

**SUBJECT:** ADDENDUM NO. ONE

**DATE:** APRIL 28, 2025

**CC:** GENERAL PUBLIC

**NOTICE:** This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

- 1. REVISED: REFERENCE FORM**
- 2. REVISED: CONTRACT SAMPLE**
- 3. ADD: DAVIS BACON**

Addendum No. 1 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Thursday, May 29, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official  
3120 Stonecrest Blvd., Suite 190  
Stonecrest, Ga. 30038  
Phone: (772)-224-0200  
Email: [Tboynton@stonecrestga.gov](mailto:Tboynton@stonecrestga.gov)

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**BIDDER'S**

**SIGNATURE DATE:** \_\_\_\_\_

## BIDDER REQUIRED REFERENCES

The Bidder shall provide Three (3) references specific to providing Street Resurfacing Services in the State of Georgia. At least One (1) reference shall be a local, county, state, or federal entity. **FAILURE TO SUBMIT REFERENCES WITH BID RESPONSE WILL RESULT IN BIDDER BEING DEEMED NON-RESPONSIVE.**

Services must be for similar scope of services, similar to the requirements of the solicitation this solicitation, specifications, and scope of work.

**Include the owner's name, address, phone number, and current e-mail address.**

***Note: Do not include proposed team members or parent/subsidiary/affiliated companies as references in your submittals.***

**A. PRIME BIDDER'S NAME:** \_\_\_\_\_

**CLIENT NO.1** - Name of company/firm to be contacted: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone No: (\_\_\_\_) \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Project Performance Period: \_\_\_\_\_ to \_\_\_\_\_  
(Dates should be in mm/yy format)

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

Location of Project: \_\_\_\_\_

Description of the overall scope: \_\_\_\_\_

\_\_\_\_\_

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Description of work that was self-performed by Bidder:

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**CLIENT NO.2** - Name of company/firm to be contacted: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone No: (\_\_\_\_) \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Project Performance Period: \_\_\_\_\_ to \_\_\_\_\_  
(Dates should be in mm/yy format)

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

Location of Project: \_\_\_\_\_

Description of the overall scope: \_\_\_\_\_

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Description of work that was self-performed by Bidder:

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**CLIENT NO. 3** - Name of company/firm to be contacted: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone No: (\_\_\_\_) \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Project Performance Period: \_\_\_\_\_ to \_\_\_\_\_  
(Dates should be in mm/yy format)

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

Location of Project: \_\_\_\_\_

Description of the overall scope: \_\_\_\_\_

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Description of work that was self-performed by Bidder:

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## PROFESSIONAL SERVICES AGREEMENT SERVICES

This Professional Services Agreement ("Agreement") is made and entered into this day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and \_\_\_\_\_. ("Contractor").

### WITNESSETH:

**WHEREAS**, Contractor is engaged in the business of providing sidewalk construction.

**WHEREAS**, Contractor submitted a response to the City's Invitation to Bid for 2025 Street Resurfacing Project which was selected by the City as the most responsive bidder;

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the City as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** ("Cost Proposal"). The City agrees to pay Contractor's invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed this Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the City on \_\_\_\_\_ ("Term").
4. **RELATIONSHIP OF THE PARTIES.**
  - (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
  - (b) **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay,

severance pay, bonus plans, pension plans, or savings plans.

- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

5. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

6. **TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.
- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above

or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.

- (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- 7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
- 8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City's direction.
- 9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the "City Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any City Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
- 10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
- 11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE LAWS.**
  - (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
  - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
  - (c) Contractor warrants and represents that it will, at all times, observe and comply with all

federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

**12. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE**

**ACT.** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit F, attached hereto and incorporated herein.

**13. THE CITY'S ASSISTANCE AND COOPERATION.** During the Contractor's performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor's obligations under this Agreement.

**14. WORK ON THE CITY'S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the City's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

**15. CONFLICTS OF INTEREST.** Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing.
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

**16. CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.

**17. ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract goods or completed or substantially completed services purchased hereunder without the prior express written consent

of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

18. **ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.
19. **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.
20. **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
Stonecrest, Georgia 30038  
Email: [gscruggs@stonecrestga.gov](mailto:gscruggs@stonecrestga.gov)

**With copies to:**

City Attorney  
Fincher Denmark, LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, Georgia 30354  
Email: [wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
22. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
23. **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

24. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
26. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
27. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.



**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**STONECREST, GEORGIA**

By: \_\_\_\_\_  
Jazzmin Cobble  
Mayor, City of Stonecrest, Georgia

ATTEST: \_\_\_\_\_  
Sonya Isom  
City Clerk

APPROVED AS TO FROM:  
\_\_\_\_\_  
Fincher Denmark., City Attorney

**SERVICE PROVIDER:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Print Title \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Signature \_\_\_\_\_

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

Print Title \_\_\_\_\_

**ATTACHMENTS**  
**2025 STREET RESURFACING PROJECT**

**SEE SEPERATE ATTACHMENTS IN THE SOLICITATION**

**EXHIBIT “A” SCOPE OF WORK (ATTACHMENT “A”)**

**EXHIBIT “B” – BID COST PROPOSAL FORM (BID SHEET) (ATTACHMENT “B”)**

**EXHIBIT “F” – PROJECT LOCATION MAP AND STREET LIST**

**EXHIBIT “G” – DAVIS BACON AND PREVAILING WAGES (ATTACHMENT “E”)**

SAMPLE

"General Decision Number: GA20250003 01/03/2025

Superseded General Decision Number: GA20240003

State: Georgia

Construction Type: Highway

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Dekalb, Douglas, Fayette, Forsyth, Greene, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>◆ Executive Order 14026 generally applies to the contract.</li> <li>◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>◆ Executive Order 13658 generally applies to the contract.</li> <li>◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

SUGA2022-003 07/12/2024

	Rates	Fringes
CARPENTER.....	\$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 30.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 17.23 **	2.23
LABORER: Common or General.....	\$ 18.70	0.00
LABORER: Pipelayer.....	\$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.53	3.63
OPERATOR: Bulldozer.....	\$ 24.68	2.59
OPERATOR: Crane.....	\$ 39.31	0.00
OPERATOR: Grader/Blade.....	\$ 26.18	4.28
OPERATOR: Loader.....	\$ 22.37	1.40
OPERATOR: Milling Machine.....	\$ 29.67	6.29
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.62	4.10
OPERATOR: Roller.....	\$ 18.89	3.99
OPERATOR: Screed.....	\$ 21.00	4.22
TRAFFIC CONTROL: Flagger.....	\$ 14.80 **	2.76
TRUCK DRIVER: Dump Truck.....	\$ 22.21	3.58
TRUCK DRIVER: Lowboy Truck.....	\$ 25.43	4.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

## Questions & Answers - 1

**Project** CITB-0004-25 - 2025 Street Resurfacing Project  
**Buying Organization** City of Stonecrest

No	Question/Answer	Question Date
Q1	<p><b>Question: Bidder Forms</b></p> <ol style="list-style-type: none"><li>1. The references form is referencing the incorrect job. Please revise.</li><li>2. Page 8 on the Sample Contract (Attachment E) is referencing the incorrect job. Please revise.</li></ol> <p><b>Answer:</b> PLEASE REFER TO ADDENDUM NO. 1 - REVISED Reference Form, REVISED SAMPLE CONTRACT and DAVIS BACON.</p>	04/24/2025





City of Stonecrest, Georgia

Procurement Department

3120 Stonecrest Blvd., Suite 190

Web: [www.stonecrestga.org](http://www.stonecrestga.org)

Office: Phone: (772)-224-0200

Email: [Procurement@stonecrestga.org](mailto:Procurement@stonecrestga.org)

**2025 STREET RESURFACING PROJECT**

**CITB-0004-25**

**TO:** ALL BIDDERS

**FROM:** CITY OF STONECREST PROCUREMENT DEPARTMENT

**SUBJECT:** ADDENDUM NO. THREE

**DATE:** APRIL 29, 2025

**CC:** GENERAL PUBLIC

**NOTICE:** This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

**1. DAVIS BACON:** Davis Bacon Act is **not applicable** to this project.

Addendum No. 3 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Thursday, May 29, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official

3120 Stonecrest Blvd., Suite 190

Stonecrest, Ga. 30038

Phone: (772)-224-0200

Email: [Tboynton@stonecrestga.gov](mailto:Tboynton@stonecrestga.gov)

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
BIDDER'S

SIGNATURE DATE: \_\_\_\_\_



City of Stonecrest, Georgia

Procurement Department

3120 Stonecrest Blvd., Suite 190

Web: [www.stonecrestga.org](http://www.stonecrestga.org)

Office: Phone: (772)-224-0200

Email: [Procurement@stonecrestga.org](mailto:Procurement@stonecrestga.org)

**2025 STREET RESURFACING PROJECT**

**CITB-0004-25**

**TO:** ALL BIDDERS

**FROM:** CITY OF STONECREST PROCUREMENT DEPARTMENT

**SUBJECT:** ADDENDUM NO. FOUR

**DATE:** MAY 6, 2025

**CC:** GENERAL PUBLIC

**NOTICE:** This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

**1. ATTACHMENT “B” – BID COST PROPOSAL FORM:**

**ORIGINAL: BID LINE-ITEM NO. 7**

**BID LINE-ITEM NO. 7: Bituminous Track Coat, Unit of Measurement: LS, Quantity: 1**

**REVISED:**

**BID LINE-ITEM NO. 7: Bituminous Track Coat, Unit of Measurement: GL, Quantity: 71,000**

Addendum No. 4 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Thursday, May 29, 2025.** For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official  
3120 Stonecrest Blvd., Suite 190  
Stonecrest, Ga. 30038  
Phone: (772)-224-0200  
Email: [Tboynton@stonecrestga.gov](mailto:Tboynton@stonecrestga.gov)

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
BIDDER'S

SIGNATURE DATE: \_\_\_\_\_

**REVISED**  
**ATTACHMENT "B"**  
**BID COST PROPOSAL FORM**  
**(BID SHEET)**

ALL PRICES SHALL REMAIN VALID FOR ONE HUNDRED AND TWENTY (120) DAYS AFTER BID OPENING.

**CITB NO. :** CITB-0004-25, 2025 Street Resurfacing Project

\* **NOTE: BASES OF AWARD:** The City will award the contract to the lowest priced responsive, responsible Bidders, in the aggregate. To be considered for award, the Bidder must submit an offer on all items listed in the Solicitation. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. Contractor will be Selected Based on the TOTAL COST.

Prices shall contain all costs to include labor, equipment, supplies, tools, transportation, overhead, general and administrative, incidental expenses, operating margin and sub consultant costs (if any).

The bid price(s) will apply through the term of this project. The bid price(s) provided must be stated specifically in dollars and cents, NOT a percentage increase. If a "0" (zero) is entered, then that is the fee that the Bidder will receive if awarded this agreement. If a space is left blank, or a space is marked N/A, or the Department's Attachment "B", Bid Cost Proposal (Bid Sheet) is not utilized by the Bidder, the bid shall be considered non-responsive.

The quantities are estimated for bidding purposes only and are not necessarily a representation of the actual quantities that will be authorized under this Agreement.

- **Do Not Re-Create, Modify or Replace the Department's Attachment "B" – Bid Cost Proposal (Bid Sheet) with your own version**
- **Do Not Change the Department's Estimated Quantity**
- **Do Not Change the Unit Type**
- **The Bidder MUST BID ON ALL ITEMS listed**

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the Bid Response submitted is made in conformance with all requirements of the solicitation. In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

Bidder Company Name: \_\_\_\_\_

FEID #: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Printed / Typed: \_\_\_\_\_ Title: \_\_\_\_\_

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CITB-0004-25

2025 Street Resurfacing Project

**REVISED** Attachment "B" – Bid Cost Proposal Form (Bid Sheet)



**REVISED  
ATTACHMENT "B"  
BID COST PROPOSAL FORM  
(BID SHEET)**

ITEM NO.	ITEM	UNIT OF MEASUREMENT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Maintenance of Traffic (MOT) – Traffic Control	LS	1	\$	\$
2	Undercut Excavation and Disposal of Materials	SY	25	\$	\$
3	Graded Aggregate Base-Including material	TN	25	\$	\$
4	Mill Asphalt Concrete Pavement, 1.5 in depth.	SY	133,220	\$	\$
5	Recycled /asphalt Concrete <b>Patching</b> using 19 MM Superpave including Bituminous Material & H Lime	TN	2,664	\$	\$
6	Recycled /asphalt Concrete 9.5 MM Superpave Type II, GP 2 Only, including Bituminous Material & H Lime	TN	10990	\$	\$
7	<b>REVISED</b> Bituminous Tack Coat	<b>LS GL Revised from LS to GL</b>	<b>4 71,000 Revised from 1 to 71,000</b>	\$	\$
8	Adjust Manhole to Grade	EA	30	\$	\$
9	Adjust Utilities to Grade: Valves	EA	5	\$	\$
10	Thermoplastic PVMT Marking, Arrow TYPE 1	LF	100	\$	\$
11	Thermoplastic PVMT Marking, Arrow TYPE 2	LF	100	\$	\$

B-2

CITB-0004-25

2025 Street Resurfacing Project

**REVISED** Attachment "B" – Bid Cost Proposal Form (Bid Sheet)



12	Thermoplastic Solid Traffic Stripe, 5 IN White	LF	100	\$	\$
13	Thermoplastic Solid Traffic Stripe, 5 IN Yellow	LF	820	\$	\$
14	Thermoplastic Solid Traffic Stripe, 24 IN White	LF	105	\$	\$
15	Thermoplastic Solid Traffic Stripe, 8 IN White	LF	200	\$	\$

**TOTAL COST:** \$

**TOTAL COST IN WORDS:**

**Key:**

EA – Each   LF – Linear Foot/Feet   LS - Lump sum   EA - Each   SY – Square Yard   TN - Ton

B-3

CITB-0004-25

2025 Street Resurfacing Project

**REVISED** Attachment “B” – Bid Cost Proposal Form (Bid Sheet)



## Questions & Answers - 2

**Project** CITB-0004-25 - 2025 Street Resurfacing Project  
**Buying Organization** City of Stonecrest

No	Question/Answer	Question Date
Q2	<b>Question: Order of Operations</b> Will the Patching take place before the milling and 9.5mm topping?  <b>Answer:</b> Patching will take place after milling.	05/02/2025
Q3	<b>Question: Patching Depth</b> What is the Patching depth?  <b>Answer:</b> Depth is decided by engineer's representative after milling.	05/02/2025
Q4	<b>Question: Side Road and Driveway Tie Ins</b> Is the contractor allowed to run the gate out for tie ins on side roads and driveways?  <b>Answer:</b> No. Gates placement will be discusses with the awarded contractor.	05/02/2025
Q5	<b>Question: Milling width</b> Is all milling to be done at 1.5" depth across the entire width of every roadway or will edge milling be required?  <b>Answer:</b> Milling will be across the entire width of every roadway.	05/02/2025
Q6	<b>Question: Curb Line Reveal</b> Regarding roads that may currently be paved higher than the gutter line, will the contractor be required to mill additional depth as necessary to allow for the new 1.5" topping to be flush with existing curb, or will the contractor only be required to mill 1.5" regardless of existing pavement elevation?  <b>Answer:</b> The contractor is required to mill 1.5 inches.	05/02/2025
Q7	<b>Question: Utility adjustments</b> May all manhole and water valve adjustments be done using ring risers?  <b>Answer:</b> No. Adjustments will be performed in accordance with the specification provided in the scope of work. Please refer to page CITB-10 of the Solicitation Package, Item No. 9.11 - Manholes.	05/02/2025
Q8	<b>Question: Temporary striping</b> May all temporary striping be done using temporary tape?  <b>Answer:</b> Yes. Temporary striping can be done using temporary tape.	05/02/2025
Q9	<b>Question: Side Roads</b> Will the contractor be required to mill and pave side roads?  <b>Answer:</b> No. All work will be done on roadways identified in Attachment "C" - Project Location Map and Street's List.	05/02/2025

No	Question/Answer	Question Date
Q10	<p><b>Question: Tack Coat Units</b></p> <p>Would the City consider changing the Tack pay item from 1 LS to an estimated quantity by the gallon based off total square yards to be in accordance with Section 413 of GDOT Specifications?</p> <p><b>Answer:</b> Bid Line Item No. 7 has been revised through Addendum No. 4 which includes a REVISED Attachment "B" - Cost Proposal. The Unit of Measurement has been changed from LS to GL and the Quantity has been changed from 1 to 71,000.</p>	05/02/2025
Q11	<p><b>Question: Undercut Excavation</b></p> <p>What depth should the Contractor anticipate for the Undercut item at 25 SY? As I'm sure you are aware, 25 SY of undercut at a 6" depth will require much less cost than 25 SY at a 24" depth for instance.</p> <p><b>Answer:</b> The contractor shall anticipate the dept of the cut to be based on the field conditions.</p>	05/02/2025
Q12	<p><b>Question: Vehicles in Roadway</b></p> <p>How does the City intend to address vehicles that are parked or broken down within the roadway, in a way that will minimize disruptions to the contractor's production if the owners have been contacted and are unable or unwilling to move them?</p> <p><b>Answer:</b> The City will facilitate towing of any vehicles that are parked or broke down within the roadways.</p>	05/02/2025



City of Stonecrest, Georgia  
Procurement Department  
3120 Stonecrest Blvd., Suite 190  
Web: [www.stonecrestga.org](http://www.stonecrestga.org)  
Office: Phone: (772)-224-0200  
Email: [Procurement@stonecrestga.org](mailto:Procurement@stonecrestga.org)

<p align="center"><b>SOUTHEAST ATHLETIC COMPLEX PARKING LOT PROJECT</b> <b>CITB-0005-25</b></p>
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**TO:** ALL BIDDERS

**FROM:** CITY OF STONECREST PROCUREMENT DEPARTMENT

**SUBJECT:** ADDENDUM NO. SIX

**DATE:** MAY 21, 2025

**CC:** GENERAL PUBLIC

**NOTICE:** This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

**1. PRE-BID MEETING LOCATION**

**ORIGINAL:**

City of Stonecrest Annex Conference Room.

**REVISED:**

**City of Stonecrest: Stonecrest Development "Arabia" - Conference Room.**

Addendum No. 6 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Monday, June 23, 2025.** For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official  
3120 Stonecrest Blvd., Suite 190  
Stonecrest, Ga. 30038  
Phone: (772)-224-0200  
Email: [Tboynton@stonecrestga.gov](mailto:Tboynton@stonecrestga.gov)

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
BIDDER'S

SIGNATURE DATE: \_\_\_\_\_





City of Stonecrest, Georgia

Procurement Department

3120 Stonecrest Blvd., Suite 190

Web: [www.stonecrestga.org](http://www.stonecrestga.org)

Office: Phone: (772)-224-0200

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**2025 STREE RESURFACING PROJECT**

**CITB-0005-25**

**TO:** ALL BIDDERS

**FROM:** CITY OF STONECREST PROCUREMENT DEPARTMENT

**SUBJECT:** ADDENDUM NO. SEVEN

**DATE:** MAY 21, 2025

**CC:** GENERAL PUBLIC

**NOTICE:** This addendum is being issued to make the following change(s). All other terms and conditions of this solicitation remains unchanged.

**PLEASE DISREGARD ADDENDUM NO. 6. THE PRE-BID MEETING HAS ALREADY OCCURRED. THIS WAS POSTED IN ERROR AND IS RELATED TO ANOTHER PROJECT**

Addendum No. 7 must be signed as acknowledgment of receipt and attached to the bid response when submitted by **3:00 p.m., Thursday, May 29, 2025**. For information on this solicitation, please contact:

Tanisha Boynton, Procurement Official

3120 Stonecrest Blvd., Suite 190

Stonecrest, Ga. 30038

Phone: (772)-224-0200

Email: [Tboynton@stonecrestga.gov](mailto:Tboynton@stonecrestga.gov)

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
BIDDER'S

SIGNATURE DATE: \_\_\_\_\_