



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

Bid Number: 17-PW-7	Project Name: Resurfacing and Reconstruction and Intersection Improvement Project
Due Date and Time: May 16th , 2017 Local Time: 2:00pm	Number of Pages: 81

ISSUING DEPARTMENT INFORMATION	
Issue Date: April 27th, 2017	
City of Milton Public Works Department 2006 Heritage Walk Milton, Ga. 30004	Phone: 678-242-2500 Fax: 678-242-2499 Website: www.cityofmiltonga.us

INSTRUCTIONS TO BIDDERS	
Return Submittal to: City of Milton Attn: Honor Motes, Purchasing Office 2006 Heritage Walk Milton, Ga. 30004	Mark Face of Envelope/Package: Bid Number: 17-PW7 Name of Company or Firm
	Special Instructions: Deadline for Written Questions May 8th ,2017 at 5:00 pm Email questions to Honor Motes at honor.motes@cityofmiltonga.us

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

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DEFINITIONS

COMPW: City of Milton Public Works Department

GDOT: Georgia Department of Transportation

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

ADA: Americans with Disabilities Act

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

MUTCD: *Manual on Uniform Traffic Control Devices*

OSHA: Occupational Safety and Health Administration

FHWA: Federal Highway Administration

AASHTO: American Association of State Highway and Transportation Officials

CITY OF MILTON

Invitation to Bid 16-PW5

The City of Milton is accepting sealed bids from qualified firms for the FY17 Resurfacing and Reconstruction and Intersection Improvement Project for the Public Works Department in conformance with Title 32, Chapter 4, Article 4, Part 2 of the Official Code of Georgia Annotated. All work will be done in accordance with Georgia Department of Transportation's (GDOT) Standard Drawings, Standard Specifications, and Pay Items Index as standards and specifications for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on May 16th, 2017**. Sealed bids shall be submitted to: City of Milton Attn: Honor Motes, Purchasing Office 2006 Heritage Walk Milton, Ga. 30004.

At approximately 2:10 PM Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton City Hall 2006 Heritage Walk Milton, GA 30004.

Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

Bids shall be presented in a sealed envelope with the bid number (17-PW7) and the name of the company or firm submitting clearly marked on the outside of the envelope. ONE (1) ORIGINAL (PAPER) AND TWO (2) COPIES (PAPER) AND A PDF COPY OF THE BID ON CD MUST BE SUBMITTED. Bids will not be accepted verbally, by fax, or email. Questions must be in writing. For questions, please email Honor Motes at honor.motes@cityofmiltonga.us. **Deadline for questions is May 8th, 2017 at 5:00pm**. Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or about May 10th, 2017. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (17-PW7) and bid name (Resurfacing and Reconstruction and Intersection Improvement Project) when requesting information.

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

The selected contractor must be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is ninety (90) calendar days from the date of the "Notice to Proceed." If weather affects the required completion schedule, The City and selected contractor will negotiate a new completion date. Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied.

BIDDING INSTRUCTIONS

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

Item	Description	Page(s)
1	Filled out and Signed Invitation to Bid	1
2	Bid Form and Addenda Acknowledgement (2 pages)	10-11
3	Bid Bond (3 pages)	12-13-14
4	Qualification Signature and Certification	15
5	List of Subcontractors	16
6	Contractor Affidavit and Agreement (eVerify)	17
7	Bid Schedule (3 pages)	18-20
8	Disclosure Form	21

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a unit price “purchasing contract” with one firm to be the primary supplier of the FY17 Resurfacing and Reconstruction and Intersection Improvement Project, 17-PW7.

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

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

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

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

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

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the contractor’s expense to the complete satisfaction of the City of

Milton with no additional expense to the City.

EVALUATION

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

INSURANCE REQUIREMENTS

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

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

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

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

by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

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

BONDING REQUIREMENTS

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

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

The Successful Bidder shall also be required to furnish a **MAINTENANCE BOND**, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of two (2) years from the completion of construction.

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

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

OATH

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

COST OF PREPARING A PROPOSAL

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

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

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

Ladies and Gentlemen:

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

**Bid Number 17-PW7
Resurfacing and Reconstruction and Intersection Improvement Project**

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

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

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

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

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within ninety (90) calendar days from the Notice to Proceed. If weather affects the required completion schedule, The City and selected Bidder will negotiate a new completion date.

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

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

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date viewed
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

**BID BOND
CITY OF MILTON, GEORGIA**

BIDDER (Name and Address):

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

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

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

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____

(Words)

(Figures)

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

BIDDER

SURETY

_____(Seal)

Bidder's Name and Corporate Seal

_____(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title:

By: _____

Signature and Title:

(Attach Power of Attorney)

Attest: _____

Signature and Title:

Attest: _____

Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the City; or
 - 3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

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

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

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

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

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

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

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

This _____ day of _____, 20_____

(Signature) (Seal)

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS

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

Company Name: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

EXHIBIT "F"
CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA

CITY OF MILTON

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

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

eVerify Number

Date of Authorization

Name of Contractor

Hopewell Road/Birmingham Road Intersection
Improvements

Name of Project

City of Milton

Name of Public Employer

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

Executed on _____, ____, 201__ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID SCHEDULE

ITEM	ITEM	UNITS	QUANTIT	UNIT	TOTAL
NUMBER	DESCRIPTION		Y	PRICE	AMOUNT
150-1000	Traffic Control	LS	1		
301-2160	Soil-cement stabilized base, subbase, and shoulder course 13"	SY	13,000		
301-5000	Portland Cement	TN	500		
310-1101	Gr Aggr Base Crs, Incl Matl 4 in.	TN	400		
402-1802	Asphalt Concrete Patching including Bituminous Material & H Lime 3 in. 19mm	TN	4,400		
402-1802	Asphalt Concrete Patching including Bituminous Material & H Lime 2 in. 19mm	TN	6,500		
402-3103	Recycled Asphalt Concrete 9.5 MM Superpave GP 2 Only Including Bituminous Material and H-Lime 1.5 in.	TN	7,500		
407-0010	Asphalt Rubber crack seal TP M	LS	1		
413-5000	Fog Seal	SY	23,000		
424-6201	Double Surface treatment, stn size 7+ 89 GP2 only with sand seal W10	SY	23,000		
432-5010	Mill Asphalt Conc Pvmt, Variable Depth	SY	66,000		
441-0104	5' Concrete Sidewalk Class A	SY	400		
441-6012	Curb & Gutter Type 2	LF	1,000		
441-Ramp	Concrete 9031 Ramps	EA	13		
653-0120	Thermoplastic Pavement Marking Arrow, Type 2	EA	10		
653-1704	Thermoplastic Solid Traffic Stripe, 24" White	LF	300		
653-2501	Thermoplastic Solid Stripe, 5" White	LM	12		

653-2502	Thermoplastic Solid Stripe, 5" Yellow	LM	12		
653-4501	Skip Traf Stripe, 5" White	LF	1,500		
700-9300	Sod	SY	250		
1	Concrete raised crosswalk per detail TC-3	EA	1		
2	Concrete raised crosswalk 6' top TC-3	EA	1		
3	Asphalt raised crosswalk per detail TC-3	EA	1		
4	Asphalt raised crosswalk 6' top TC-3	EA	1		
5	Asphalt speed hump per detail TC-2	EA	1		
6	Mini asphalt speed hump half size length, same height and width (6' long instead of 12') TC-2	EA	1		
7	Staining and stamping concrete	SF	1		
8	Pavers for raised crosswalk	SF	1		
9	Steel plate over gutter	EA	1		

Total Base Bid Price \$ _____

Print Total Bid Price _____

Fill out "Unit Price" column, "Total Amount" column and "Total Bid Price"
Actual price to the City will be based on actual quantity multiplied by the bid "Unit Price."

Bid alternate listed below may be added to the base bid at the sole discretion of the City of Milton.

Bid Alternate #1 (Hopewell Road at Redd Road Intersection Improvements Project PW-1602)

Total Bid Alt Price (Lump Sum) \$ _____

Print Total Bid Alt Price _____

Number of days to fully complete project (exclude weather related days) _____

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within One Hundred and Twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

DISCLOSURE FORM

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

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

Name of Bidder _____

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

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

Amount/Value

Description

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

GENERAL CONDITIONS

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

SECTION 101

DEFINITION AND TERMS

Section 101.14
COMMISSIONER

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

Section 101.22
DEPARTMENT

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

Section 101.24
ENGINEER

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

Section 101.84

Add: DIRECTOR OF PUBLIC WORKS CITY OF MILTON

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

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

Add the following paragraph:

“The City will not be responsible for Bidders’ errors or misjudgment, nor for any information on local conditions or general laws and regulations.”

Section 102.07 REJECTION OF PROPOSALS

Add the following subparagraphs

“I. The City reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the City reserves the right to award the bid to the lowest,

responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

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

Section 102.08 PROPOSAL
GUARANTY

Substitute the following for the first sentence

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

Add Section 102.15
ADDENDA AND INTERPRETATION

Delete in its entirety and substitute the following:

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

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

Section 102.09
DELIVERY OF PROPOSALS:

Add the following as 102.15:

“No interpretation of the meaning of the Contract Documents will be made orally to any Bidder. Any request for such interpretation should be in writing addressed to the Purchasing Department, The City of Milton 13000 Deerfield Pkwy., Suite 107F Milton, Ga. 30004. TEL. 678/242-2500, FAX 678/242-2499. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received

in time to accomplish such interpretation and distribution will not be accepted.

SECTION 103

AWARD OF AWARD AND EXECUTION OF CONTRACT

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

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

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

Section 103.05 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute the following:

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

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

“Failure to execute the Contract Performance, Payment or Maintenance Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract, may be just cause for the annulment of the award and for the forfeiture of the proposal guaranty to the City of Milton, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest bidder, may be re-advertised, or may be

constructed by City forces. The Contract and Contract bonds shall be executed in quadruplicate.”

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.18 ACQUISITION OF RIGHT OF WAY

Add the following paragraph:

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

Section 107.21 CONTRACTORS RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

Add the following sentence to Paragraph A:

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

SECTION 109

MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete the first sentence of the Second Paragraph under ‘A. General’

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

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following.

“Final Payment: Upon completion by the Contractor of the work, including the receipt

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

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the CITY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.”

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

For additional/information, please contact:

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

PROJECT SPECIFICATIONS

PROJECT DESCRIPTION

The City of Milton Public Works Department (City) requests for interested parties to submit formal sealed bids/proposals for the FY17 Resurfacing Project.

The project segments locations are depicted on the attached location map and further described as follows:

▪ Reconstruction and Overlay (LMIG)

- Taylor Road starting at Batesville Road and ending at 14850 Taylor Road.
 - Contractor to provide the cement stabilization mix design.
 - Asphalt levels will be 1.5” of 9.5mm and 2” of 19mm.
 - Cement Stabilized base will be 26’ wide and 13” in depth.
 - Stripe as directed.

▪ Resurfacing and Patching of Collector Streets

- Hopewell Road from the asphalt seam at 14770 Hopewell Rd to the northern radius of the northern Thompson Road.
 - Mill 3.5” and place 2” of 19mm and 1.5” of 9.5mm. Stripe as directed.
- Redd Road from Hopewell Road to Freemanville Road.
 - Mill 3.5” and place 2” of 19mm and 1.5” of 9.5mm. Stripe as directed.
- Bethany Way from Hopewell Road to Bethany road.
 - Mill 3.5” and place 2” of 19mm and 1.5” of 9.5mm. Stripe as directed.
- Longstreet Road
 - Mill 3.5” and place 2” of 19mm and 1.5” of 9.5mm. Stripe as directed.
- Freemanville Road from the asphalt seam at Birmingham to 15655, and in front of these locations 15195, 15133, and 14880.
 - Mill 3.5” and place 2” of 19mm and 1.5” of 9.5mm. Stripe as directed.
- 15755 Hopewell Road.
 - 3” patch as directed and 1.5” of 9.5mm. Stripe as directed.

▪ Resurfacing and Patching of Residential Streets

- Quarrington Ct.
 - Edge mill, 3” patch as directed and overlay 1.5” with 9.5mm. Stripe as directed.
- Wytheford Ct.
 - Edge mill, 3” patch as directed, overlay 1.5” with 9.5mm and stripe as directed.
- Springfield Creek Way starting at Springfield Creek Rd. and ending in the cul de sac
 - Edge mill, patch as directed and overlay 1.5” with 9.5mm and stripe as directed.

- Alstonefield Dr.
 - Edge mill, patch as directed and overlay 1.5” with 9.5mm and stripe as directed.
- Waterhaven Ln.
 - Edge mill, patch as directed, and overlay with 1.5” of 9.5mm and stripe as directed.
 - Curb and gutter repair, ADA ramp upgrade as directed.
- Keyingham Way
 - Edge mill, patch as directed, and overlay with 1.5” of 9.5mm.
 - Sidewalk, curb and gutter repair, ADA ramp upgrade as directed.
- Hermitage Trail
 - Edge Mill, Patch as directed, and overlay with 1.5” of 9.5mm.
 - Stripe as directed.
- Northwoods Cove
 - Edge Mill, Patch as directed, and overlay with 1.5” of 9.5mm.
 - Stripe as directed.
- Sablegreen Way
 - Edge Mill, Patch as directed, and overlay with 1.5” of 9.5mm.
 - Stripe as directed.
- Ashpoint Way
 - Edge Mill, Patch as directed, and overlay with 1.5” of 9.5mm.
 - Stripe as directed.
- Ashpoint Circle
 - Edge Mill, patch as directed, and overlay with 1.5” of 9.5mm
 - Stripe as directed.
- Sablewood Drive
 - Edge Mill, Patch as directed, and overlay with 1.5” of 9.5mm.
 - Stripe as directed.
- Lecoma Trace
 - Edge Mill, Patch as directed, and overlay with 1.5” of 9.5mm.
 - Stripe as directed.

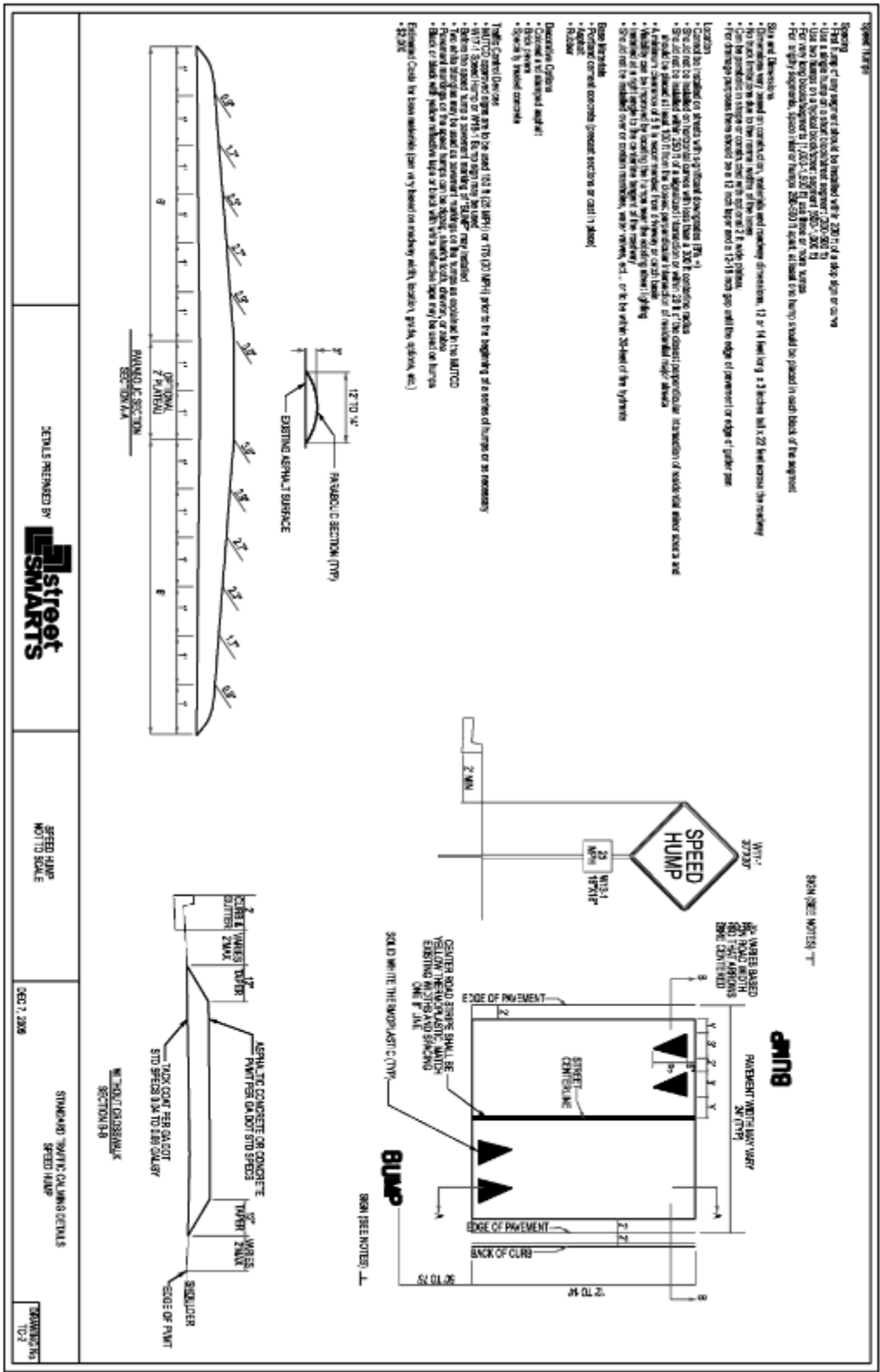
▪ **Patching and Surface Treatments**

- Saddlesprings Drive
 - Triple Chip Seal followed by a High Performance Fog Seal.
 - Patch with 19mm as directed.
 - Stripe as directed.
- Saddlevally Lane
 - Triple Chip Seal followed by a high performance fog seal.

- Patch as directed.
 - Stripe as directed.
- Saddlesprings Lane
 - Triple Chip Seal followed by a high performance fog seal.
 - Stripe as directed.
- Sunnybrook Lane
 - Triple Chip Seal followed by a high performance fog seal.
 - Stripe as directed.
- Liberty Grove Rd
 - Triple Chip Seal followed by a high performance fog seal.
 - Patch as directed.
 - Stripe as directed.
- Valmont Drive
 - High Density Mineral Bond Surface treatment.
 - Crack Seal.
 - Patch as directed.
 - Stripe as directed.
- Valmont Lane
 - High Density Mineral Bond Surface Treatment.
 - Crack Seal.
 - Patch as directed.
 - Stripe as directed.
- Elmdale Court
 - High Density Mineral Bond Surface Treatment.
 - Crack Seal.
 - Patch as directed.
 - Stripe as directed.
- Cannonero Drive
 - High Density Mineral Bond Surface Treatment.
 - Crack Seal.
 - Patch as directed.
 - Stripe as directed.
- Cannonero Court
 - High Density Mineral Bond Surface Treatment.
 - Crack Seal
 - Patch as directed.
 - Stripe as directed.

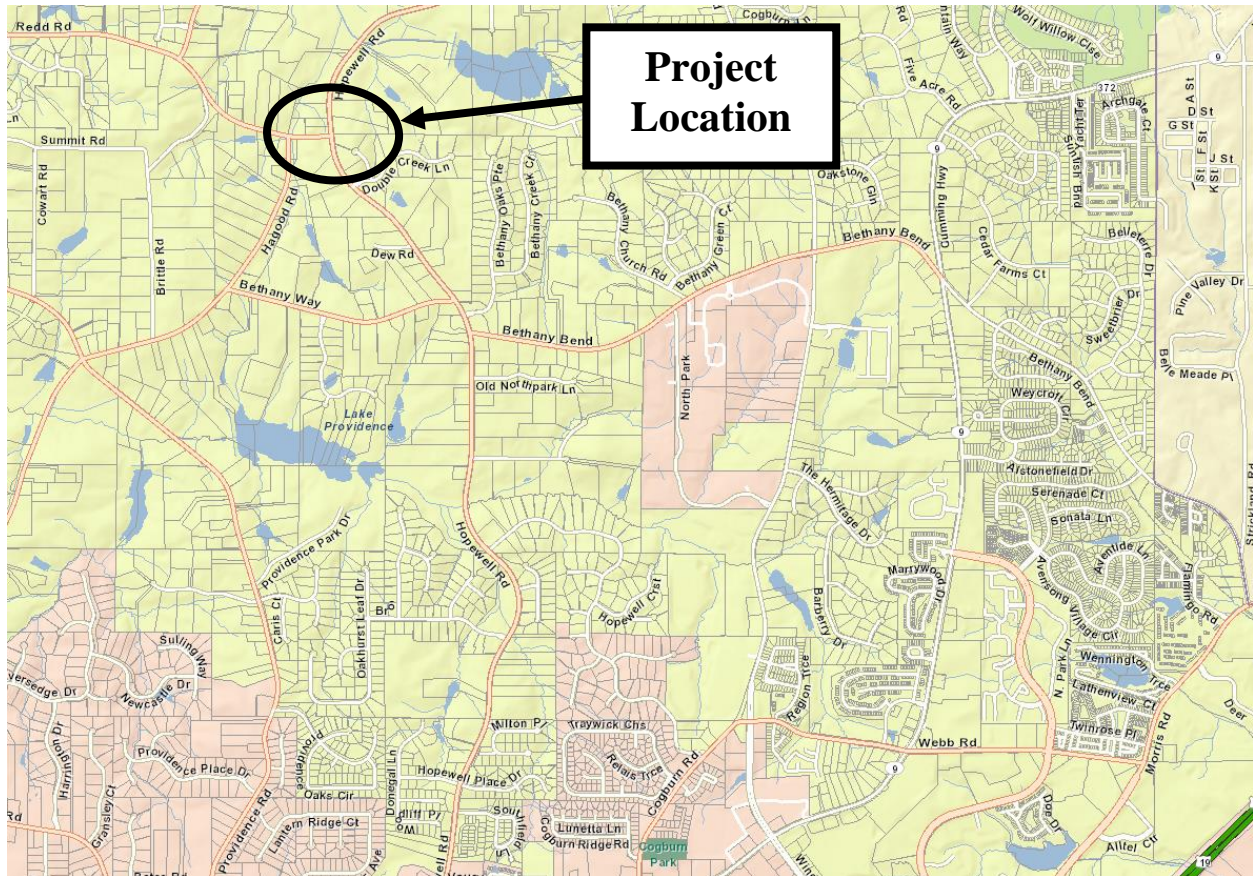
TRAFFIC CALMING MEASURES

Unit prices are to be provided for the installation of traffic calming measures in accordance with details found in Specifications. Pricing is requested on reduced size variations of these measures as well as various materials. Road widths for these measures are estimated to be 26' back of curb to back of curb. All signage and striping associated with these measures will be provided by the City of Milton. Price is to include mobilization, traffic control, and construction of the traffic calming measures.



BID ALTERNATE #1 SCOPE OF WORK

The scope of this bid alternate generally consists of the addition of separate left and right turn lanes with other associated roadway, drainage, and shoulder work. The contractor shall comply with the plan sheets and all GDOT construction standards and details. The quantities on the plans are provided for informational purposes only. Contract is to provide a lump sum bid to complete the project. The project location is at the intersection of Redd Road and Hopewell Road as shown on the map below.



This project shall follow Georgia Department of Transportation Specifications. The most current GDOT Specifications and shelf Special Provisions apply to all work performed under this contract.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail and the total price will be corrected.

To bid on this contract, the Contractor must be listed on the current Georgia Department of Transportation *Pre-Qualified Contractors* list. No exceptions.

1. The contractor shall comply with the plans and specifications for the “Hopewell Road at Redd Road Intersection Improvement” as prepared by BWSC (Design Engineer), dated 8/19/16 and additional parcel exhibits.

Full size final plans may be downloaded at:

<http://miltonintersectionprojects.com/wp-content/uploads/2017/04/Full-Size-Final-Plans-17-PW07.pdf>

Half size final plans may be downloaded at:

<http://miltonintersectionprojects.com/wp-content/uploads/2017/04/Half-Size-Final-Plans-17-PW07.pdf>

Exhibits related to easements and property owner agreements can be downloaded at:

Parcel #1:

<http://miltonintersectionprojects.com/wp-content/uploads/2017/04/Exhibit-Parcel1.pdf>

Parcel #2

<http://miltonintersectionprojects.com/wp-content/uploads/2017/04/Exhibit-Parcel-2.pdf>

In addition to other standard specifications referenced herein, the bid package includes:

- a. Construction Drawings;
 - b. Special Provision 163 – Miscellaneous Erosion Control Items;
 - c. Special Provision 165 - Maintenance of Temporary Erosion and Sedimentation Control Devices;
 - d. Special Provision 171 – Silt Fence;
 - e. Special Provision 700 – Grassing.
2. Where contract documents reference "The Department" or "GA Department of Transportation" or “The Engineer”, it shall also mean "City of Milton."
 3. All traffic control measures and detour signage are the responsibility of the contractor. Contractor shall coordinate all work with the City of Milton.
 4. Replace, in kind, any vegetation or landscaping damaged during construction. Include cost in the price bid.

Georgia Department of Transportation

Special Provision

Section 301—Soil Cement

Retain Section 301 and add the following:

Section 301—Cement Stabilized Reclaimed Base Construction

301.1 General Description

This work includes constructing a cement stabilized base course by pulverizing the existing pavement structure and mixing with Portland cement to the depth specified on the plans. Construct according to these Specifications and to the lines, grades, thickness, and typical cross-sections shown on the Plans or established by the Engineer.

301.1.01 Related References

A. Standard Specifications

Section 412—Bituminous Prime

Section 800—Coarse Aggregate

Section 814—Soil Base Materials

Section 821—Cutback Asphalt

Section 830—Portland Cement

Section 880—Water

B. Referenced Documents

General Provisions 101 through 150

GDT Test Methods			
GDT 19	GDT 21	GDT 65	GDT 86
GDT 20	GDT 59	GDT 67	

301.1.01 Submittals

Before constructing a test section according to Subsection 301.3.04.E.1, submit a Construction Work Plan to the Engineer. Include proposed equipment and proposed compaction procedures. If the Engineer determines that the Work Plan is not satisfactory, revise the compaction procedure and augment or replace equipment, as necessary, to complete the Work.

301.2 Materials

Ensure that materials meet the requirements of the following Specifications:

Material	Section
Blotter material (sand)	412.3.05.G.3
Coarse Aggregate	800
Soil Base Material	814.2.02
Cutback asphalt, RC-30, RC-70, RC-250 or MC-30, MC-70, MC-250	821.2.01
Portland Cement (Type I or Type II)	830.2.01
Water	880.2.01

301.3 Construction Requirements

301.3.01 Personnel

Ensure that only experienced and capable personnel operate equipment.

301.3.02 Equipment

Use equipment that has been approved by the Engineer before construction begins. Provide equipment in satisfactory condition capable of continuously mixing materials (pavement structure, soil, water, and cement) to a consistent depth. Use equipment capable of providing a homogenous blend.

301.3.03 Preparation

Loosen and pulverize the in-place pavement structure to the width and depth to be stabilized without damaging the underlying materials. Add water to assist pulverization if necessary.

301.3.04 Construction

1. Weather Limitations

1. Mix cement-stabilized base only when the weather permits the course to be finished without interruption within the time specified.
2. Mix materials only when the moisture of the materials to be used in the mixture meets the specified limits.
3. Begin mixing only when the air temperature is above 40°F (4°C) in the shade and rising.
4. If the work is interrupted for more than two hours after cement has been added, or if rain increases the cement's moisture content outside the specified limits, the affected area of completed cement-stabilized base course will be tested for unconfined compressive strength, in accordance with *Section E - Strength*.

2. Moisture Adjustment

Adjust the moisture content of the roadway materials to within 100 to 120 percent of the optimum moisture immediately before spreading the cement. The optimum moisture content is determined by the Job Mix Design and can be adjusted by the Engineer.

3. Cement Application

1. Uniformly spread the required amount of Portland cement with a cyclone-type mechanical spreader or its equivalent. Do not use pneumatic tubes to transfer the cement from the tanker directly onto the material to be stabilized.
2. Apply cement at the rate specified on the Job Mix Design (as established by GDT-65) and mix to the depth shown on the Plans. The Engineer may alter the spread rate during the progress of construction if necessary. Maintain the application rate within ± 10 percent of that specified by the Engineer.
3. Provide both equipment and personnel to measure the application rate of cement placed.
4. Apply cement on days when wind will not interfere with spreading.

5. If the cement content is below the 10 percent limit in the mixing area, add additional cement to bring the affected area within the tolerance specified and recalibrate the mechanical spreader's spread rate. If the cement content is more than the 10 percent limit in the mixing area, the excess quantity will be deducted from the Contractor's pay for cement.
6. Regulate operations to limit the application of cement to sections small enough so that all of the mixing, compacting, and finishing operations can be completed within the required time limits.
7. Pass only spreading and mixing equipment over the spread cement and operate this equipment so that it does not displace cement.
8. Replace damaged cement at no cost to the Department when damage is caused by:
 - Hydration due to rain, before or during mixing operations.
 - Spreading procedures contrary to the requirements stated above.
 - Displacement by the Contractor's equipment or other traffic.
9. Do not spread cement on any areas that "pump" under construction traffic.

D. Mixing

1. Begin mixing as soon as possible after the cement is spread, and continue until a homogeneous and uniform mixture is produced. Make any necessary changes to meet the Engineer's requirements if the equipment does not produce a homogeneous and uniform mixture conforming to these Specifications.
2. Continue pulverizing until the base mixture is uniform in color and conforms to the following gradation requirements
 1. 95 percent passing the 2 inch (50mm) sieve
 2. 55 percent of the roadway material, excluding gravel, passes the No. 4 (4.75mm) sieve.
 3. Add water as needed to maintain or bring the moisture content to within the moisture requirements immediately after the preliminary mixing of the cement and roadway material.
 4. Mix the additional water homogeneously into the full depth of the mixture.

E. Compaction and Finishing

1. Test Section
 1. Use the first section of each constructed cement-stabilized base course as a test section.
 2. Construct a test section between 350 feet (100m) and 500 feet (150m) long at the designated width.
 - c. The Engineer will evaluate compaction, moisture, homogeneity of mixture, thickness of stabilization, and finished base surface. If the Engineer deems necessary, revise the compaction procedure or augment or replace equipment.
2. Time Limits
 - a. Begin compaction within 45 minutes from the time water is added to the cement mixture.
 - b. Complete compaction within 2 hours.
 - c. Complete all operations within 4 hours, from adding cement to finishing the surface.
 - d. Do not perform vibratory compaction on materials more than 90 minutes old, measured from the time cement was added to the mixture.
3. Moisture Control

During compaction, ensure that the moisture is uniformly distributed throughout the mixture at a level of between 100 and 120 percent of the optimum moisture content.
4. Compaction Requirements
 - a. Use a steel wheel roller for initial compactive effort unless an alternate method is approved by the Engineer.
 - b. Compact the cement-stabilized base course to at least 98 percent of the maximum dry density established on the Job Mix Design.
 - c. Uniformly compact the mixture and then shape to the grade, line, and cross-section shown on the Plans.

- d. Remove all loosened material accumulated during the shaping process. Do not use additional layers of cement-treated materials in order to conform to cross-sectional or grade requirements.
- e. Use a pneumatic-tired roller to roll the finished surface until it is smooth, closely knit, and free from cracks or deformations, and conforming to the proper line, grade, and cross-section.
- f. In places inaccessible to the roller, obtain the required compaction with mechanical tampers approved by the Engineer. Apply the same compaction requirements as stated above in Subsection 301.3.04.E.4.
- g. Perform grading operations immediately after the placement and compaction operations. Roll the stabilized base course again with a pneumatic-tired roller.

F. Construction Joints

1. Form a straight transverse joint at the end of each day's construction or whenever the Work is interrupted.
2. Create the straight transverse joint by cutting back into the completed Work to form a true vertical face free of loose or shattered material.
3. Form the joint at least 2 feet (600mm) from the point where the spreader strike-off plate comes to rest at the end of the day's work, or at the point of interruption.
4. Form a longitudinal joint as described above if cement-stabilized mixture is placed over a large area where it is impractical to complete the full width during one day's work. Use the procedure for forming a straight transverse joint. Remove all waste material from the compacted base.

G. Priming the Base

1. The surface of the completed base course must be moist cured until the bituminous prime is applied.
2. Apply prime only to an entirely moist surface. If weather delays prime application, apply prime as soon as the surface moisture is adequate
3. Apply bituminous prime according to *Section 412* as soon as possible and in no case later than 24 hours after completion of the finishing operations.
4. Maintain and protect the curing seal for seven days.
5. Protect finished portions of the cement-stabilized base course that are used by equipment in the construction of an adjoining section to prevent marring or damaging of the completed Work. Protect the stabilized area from freezing during the curing period.

H. Opening to Traffic

1. Do not permit any traffic or equipment on the finished surface of the base course until the prime has hardened enough so that it does not pick up under traffic. For the first seven days after priming, restrict traffic to lightweight vehicles such as passenger cars and pickup trucks. Do not allow vehicles with an average axle load exceeding 20,000 pounds (9Mg) on the unfinished base at any time.
2. Correct any failures caused by traffic at no additional cost to the Department.

I. Protection of Course

Maintain the base course until the Engineer determines that it has sufficiently cured and is ready to be covered with the pavement course. Make repairs specified in Subsection 300.3.06.B, whenever defects appear. This preservation action does not relieve the Contractor of his responsibility to maintain the Work until final acceptance as specified in Section 105.

301.3.06 Quality Acceptance

A. Compaction Tests

1. Determine the maximum dry density from representative samples of compacted material, according to GDT 19 or GDT 67.
2. Determine the in-place density of finished courses according to GDT 20, *GDT 21* or *GDT 59* , as soon as possible after compaction, but before the cement sets.

B. Gradation Test

Ensure that the gradation of the completely mixed cement-stabilized base course meets the requirements of Subsection 301.3.04.D.2.

C. Finished Surface

Check the finished surface of the cement-stabilized base course transversely.

2. Check the surface using a 15 ft (4.5 m) straightedge parallel to the centerline.

Additionally, use one of the following tools:

- a. A template, cut true to the required cross-section and set with a spirit level on non-superelevated sections
 - 1.) A system of ordinates, measured from a stringline
 - A surveyor’s level
3. Ensure that ordinates measured from the bottom of the template, stringline, or straightedge, to the surface do not exceed 1/2 in (12 mm) at any point.
4. Correct any variations from these requirements immediately according to *Subsection 300.3.06.B, “Repairing Defects.”*

C. Thickness Tolerances

1. Thickness Measurements

Determine the thickness of the cement-stabilized base course, by making as many checks as necessary to determine the average thickness, but not less than one check per 1000 feet (300m) per 2 lanes.

2. Excess Thickness

- a. Determine the average thickness per linear mile (kilometer) from all measurements within each mile (kilometer) increment.
 - Ensure that the average thickness does not exceed the specified thickness by more than ½ in (13 mm).
- c. If the basis of payment is per cubic yard (meter), and the average thickness for any mile (kilometer) increment exceeds the allowable ½ in (13 mm) tolerance, the excess quantity in that increment will be deducted from the Contractor’s payments.
- d. The excess quantity is calculated by multiplying the average thickness that exceeds the allowable ½ in (13 mm) tolerance by the surface area of the base, as applicable.

E. Strength

1. Ensure that the strength of the completed cement-stabilized base course is at least 300psi (2070kPa), as determined from testing the unconfined compressive strength of cores from the completed course in accordance with GDT 86.
2. If a strength test falls below 300psi (2070kPa), do the following:
 - a. Isolate the affected areas by securing additional cores every 75 feet (23m) on each side of the failing area.
 - b. Average all compressive strengths in the affected area to determine the basis for corrective work according to the following table or the Engineer’s directions.

Compressive Strength	Corrective Work
300 psi (2070 kPa) or greater	None
200 psi (1380 kPa) to 299 psi (2069 kPa)	6” & 8” (150mm & 200mm) base – add 135lbs/yd ² (75kg/m ²) asphaltic concrete
Less than 200 psi (1380kPa)	Reconstruct affected area
<i>Notes:</i> <ol style="list-style-type: none"> 1) Ensure that a corrected area requiring asphaltic concrete is at least 150ft (45m) long and covers the full width of the cement-stabilized base surface. 2) Perform corrective work requiring asphaltic concrete or reconstruction at no additional cost to the Department. 	

301.4 Measurement

A. Base Material

Measure base material by the cubic yard (meter), loose volume, as specified in Section 109, during mixed-in-place construction when it is necessary to add materials to the roadbed or to build up the base with new material.

B. Cement-Stabilized Base Course

Measure the surface length along the centerline when payment is specified by the square yard (meter). The width is specified on the Plans. Measure irregular areas, such as turnouts and intersections, by the square yard (meter).

C. Portland Cement

Measure Portland cement by the ton (megagram).

D. Bituminous Prime

Bituminous prime is not measured for separate payment. Include the cost of furnishing and applying bituminous prime according to the provisions of Section 412 in the Unit Price Bid for each individual base item.

E. Coarse Aggregate

Measure coarse aggregate by the ton (megagram).

301.5 Payment

A. Base Material

When it is necessary to add other materials to those in the roadbed, or to build up the base with entirely new materials, the added base materials, will be paid for at the Contract Unit Price per square yard (meter), complete, in place, and accepted. Payment will be full compensation for soil-cement material, mixing in the pit, loading, unloading, and spreading.

B. Cement-Stabilized Base Course

Cement-stabilized base, in-place and accepted, will be paid for at the Contract Unit Price per square yard (meter). Payment will be full compensation for roadbed preparation, mixing on the road, shaping, pulverizing, watering, compaction, defect repair, bituminous prime and maintenance.

C. Portland Cement

Portland cement will be paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for furnishing, hauling, and applying the material. Only Type I or Type II Portland cement incorporated into the finished course will be paid for and no payment will be made for cement used to correct defects due to the Contractor's negligence, faulty equipment, or error.

D. Coarse Aggregate

Coarse aggregate will be paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for furnishing, hauling, spreading, watering, shaping, and compacting the material.

Payment will be made under:

Item No. 301	Base—including material	Per cubic yard (meter)
Item No. 301	Cement Treated Base Course	Per square yard (meter)
Item No. 301	Type I or Type II Portland Cement	Per ton (megagram)
Item No. 800	Coarse Aggregate – including material	Per ton (megagram)

**SECTION 32 01 13.68 LOADED FOR INSTALLATION
HIGH DENSITY MINERAL BOND**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Mineral aggregate and asphalt binder slurry spread as a high density mineral bond seal coat over a roadway surface.

1.2 REFERENCES

A. AASHTO Standards

R 9: Standard Recommended Practice for Acceptance Sampling Plans for Highway Construction.

B. ANSI Standards

B74.8: Procedure for Ball Mill Test for Friability of Abrasive Grain.

C. ASTM Standards

ASTM C 114: Standard Test Methods for Analysis of Hydraulic Cement.

ASTM C 117: Standard Test Method for Materials Finer Than 0.075mm (No. 22) Sieve in Mineral Aggregates by Washing.

ASTM C 128: Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate.

ASTM C 136: Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

ASTM C 170: Standard Test Method for Compressive Strength of Dimension Stone.

ASTM C 604: Standard Test Method for True Specific Gravity of Refractory Materials by Gas Comparison Pycnometer.

ASTM C 1326: Standard Test Method for Knoop Indentation Hardness of Advanced Ceramics.

ASTM D 217: Standard Test Method for Cone Penetration of Lubricating Grease

ASTM D 721: Standard Test Method for Oil Content of petroleum Waxes.

ASTM D 1644: Standard Test Method for Nonvolatile Content (Solids by weight).

ASTM D 2170: Standard Test Method for Kinematic Viscosity of Asphalts (Bitumens).

ASTM D 2172: Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures.

ASTM D 2196: Standard Test Method for Rheological Properties of Non-Newtonian materials by Rotational (Brookfield type) Viscometer.

ASTM D 2216: Standard Test Methods for laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.

ASTM D 2486: Standard Test Method for determining wear resistance in cycles.

ASTM D 2697: Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings.

ASTM D 2939: Standard Test Method for Emulsified Bitumens used as Protective Coatings.

ASTM D 3960: Standard Practice for Determining Volatile Organic Compound Content of Paints and Related Coatings.

ASTM E 70: Standard Test Method for pH of Aqueous solutions with the Glass Electrode.

1.3 SUBMITTALS

- A. Results of wear resistance test current within one calendar year (Article 2.3).
 - B. Traffic control and notification plan.
 - C. Mix Design: 10 days prior to use, submit proportions of aggregate, filler, water, polymer, and emulsion in the mix.
 - D. Equipment: List of construction equipment to be used.
 - E. Certification from emulsion manufacturer that states the emulsion meets the requirements described in Article 2.1 of this Section.
 - F. Warranty.
-

1.4 QUALITY ASSURANCE

- A. CONTRACTOR has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described in this section. Upon request, provide a list of five (5) projects which have demonstrated a five year minimum proven performance on a bituminous surface. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.
- B. Foreman of the crew has completed at least three (3) projects of similar size and nature.
- C. Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.
- D. Reject asphalt emulsion that does not meet requirements of this section.
- E. Remove product found defective after installation and install acceptable product at no additional cost to OWNER.
- F. If requested, submit a quality control inspections and testing report describing source and field quality control activities performed by CONTRACTOR and its Suppliers.

1.5 WEATHER

- A. Temperature:
 - 1. Apply surface treatment material when air and roadbed temperatures in the shade are 55 deg F. and rising.
 - 2. Do not apply surface treatment material if pavement or air temperature is below 60 deg F. and falling or if the finished product will freeze before 48 hours.
- B. Moisture: Do not apply surface treatment materials during rain, unsuitable weather, or 24 hours prior to forecast rain.

1.6 NOTICE

- A. Follow Laws and Regulations concerning when and to whom notices are to be given. Give written notices at least 2 days prior to applying surface treatment material.
- B. Indicate application time and when the surface can be used. Include a map signifying the specific area to be closed providing detailed directions.
- C. Provide a minimum of two contacts that represent the CONTRACTOR with phone numbers which can be reached at any time during the project.
- D. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- E. Should work not occur on specified day, send a new notice before the end of the day.

1.7 ACCEPTANCE

A. General:

- 1. Acceptance is by Lot.
- 2. If non-complying material has been installed and no price for the material is specified, apply price adjustment against cost of work requiring complying material as part of its installation, Section 01 29 00.
- 3. Opening flexible paving surface treatment to vehicular traffic does not constitute acceptance.
- 4. Observation of CONTRACTOR's field quality control testing does not constitute acceptance. Such testing; however, may be used by ENGINEER for acceptance if requirements of Section 01 35 10 are met.
- 5. Dispute resolution, Section 01 35 10.

B. Surface Treatment Material:

- 1. Paving Asphalt: Acceptance is not specified in this Section. Refer to Section 32 12 03 and the material requirements in this Section for acceptance.
- 2. Aggregate Source: Verify suitability of aggregate source.
- 3. Mixture, Ready to Install: Lot size is one days' production with 10,000 gallons sub-lots. Collect samples randomly and test for density, ASTM D2939.

C. Placement

1. Lot size is 1 lane mile. Sub-lot size is 0.1 lane mile.
2. Mat Appearance:
 - a. No runoff onto concrete curbs and shoulders.
 - b. No streaking.
 - c. No light spots.
 - d. No de-bonding due to road contaminants.

D. Price Adjustment: Mat appearance defects may be accepted if a 2.5 percent price reduction is applied against the Lot for each condition not met. Maximum price reduction for the Lot is 5 percent. ENGINEER may waive price adjustment if CONTRACTOR corrects deficiencies at no additional cost to OWNER.

1.8 WARRANTY

A. The surface treatment material must carry a warranty from both the CONTRACTOR and the manufacturer for a period of five (5) years when applied to pavement in appropriate condition. The warranty includes coverage for peeling and pre-mature wear.

PART 2 PRODUCTS

2.1 EMULSIFIED ASPHALT

A. Non-ionic thixotropic mineral colloid at 77 Deg. F. meeting requirements of Section 32 12 03 and the following.

Table 1 – Supplemental Paving Asphalt Properties			
Criterion	ASTM	Min	Max
Brookfield Viscosity, cPs	D2196	8,000	20,000
Acidity, pH	E70	6.5	7.5
Weight, lbs/gal	D2939	8.7	9.1
Solids, percent	D2939	47	53

2.2. AGGREGATE

A. Refined Corundum:

Table 2 – Corundum			
Physical Properties			
Criterion	Standard	Min	Max
Specific Gravity	ASTM C 1326	--	3.92
Knoop 100 Hardness	ASTM D 721	--	2,050
Ball Mill Fiability (14 grit)	ANSI B74.8	--	50
Color	ASTM C 604	Brown	
Shape	ASTM D 2216	Blocky with sharp edges	
Gradation			
Sieve	ASTM	Target	Tolerance
No. 35	C 136	99	+1 and - 2
No. 45		85	+/- 2
No. 50		35	+/- 2
No. 60		7	+/- 2
NOTES			
(a) Gradation analyzed according to ASTM C 136 on a dry weight and percent passing basis.			

2.3 MIX DESIGN

A. Use the following table as a guide for HDMB in LOADED Form (Ready to Install).

Table 4 – Selection Guide for LOADED (Ready to Install)			
Asphalt Emulsion			
Criterion	ASTM	Min	Max
Asphalt content by weight, percent	D 2172	14	
Residual asphalt by weight, percent	D 2939		30
Viscosity, Centipoise	D 2196	850cPs	
Weight per gallon, pounds	D 2939	9.0	
pH	E 70	6.1	7.9
Solids weight by percent, percent	D 1644	38	
Aggregate			
Criterion	ASTM	Min	Max
Bentonite and attapulgite clay, percent	--		1.8
Refined corundum / slate content, percent	--	30.5	
Sand or other round aggregate, percent	--		6
Maximum VOC:, g/l	--		10
Wear resistance @ 10,000 cycles (70 mils wet), percent	D 2486*		9.5
Pinholes on glass	--	No grazing on film	
Resistance to re-emulsification	--	Very good	
*Modified version of D2486: Modified brass brush 1000 grams attached on top, glass substrate panels air dried three days at room temperature, then soaked 24 hours prior to testing. Report in percentage of dry film loss at 10,000 cycles			

B. Use the following table as a guide for HDMB in CONCENTRATE Form.

Table 4.B – Selection Guide for CONCENTRATE			
Asphalt Emulsion			
Criterion	ASTM	Min	Max
Asphalt content by weight, percent	D 2172	17	
Residual asphalt by weight, percent	D 2939		30
Cone penetration viscosity, cST/sec	D 217	350	450
Weight per gallon, pounds	D 2939	11	
Solids volume by percent, percent	D 2697	55	65
Solids weight by percent, percent	D 1644	60	
VOC, g/l	D 3960		10
Aggregate			
Criterion	ASTM	Min	Max
Bentonite and attapulgite clay, percent	--		1.8
Refined corundum / slate content, percent	--	34.5	
Sand or other round aggregate, percent	--		6
Maximum VOC:, g/l	--		10
Wear resistance @ 12,000 cycles (70 mils wet), percent	D 2486		9.5
Pinholes on glass	--	No grazing on film	
Resistance to re-emulsification	--	Very good	
*Modified version of D2486: Modified brass brush 1000 grams attached on top, glass substrate panels air dried three days at room temperature, then soaked 24 hours prior to testing. Report in percentage of dry film loss at 10,000 cycles			

PART 3 EXECUTION

3.1 CONSTRUCTION EQUIPMENT

- A. Paver: Continuous flow mixing unit.
 - 1. Capable of applying at least 15,000 square yards of material per day.
 - 2. Equipped with full sweep helical mixer to assure proper suspension of fine aggregates.
 - 3. Equipped with two separate filters. The primary filter should be at least 200 square inches with a filter face of 3/8 inch. The secondary filter needs to be at least 1500 square inches with a filter face of 1/8 inch.
 - 4. Has a retractable spray bar with spacing of 16 inches between each discharge orifice. The bar should be positioned minimum of 20 inches from the surface, no more than 23 inches from the surface.
- B. Paver Calibration: On a test strip at least 300 feet long, determine the correct pump settings on the application equipment. Apply material with pump settings at 80% of maximum output at a ground speed of 352 feet per minute.

3.2 PREPARATION

- A. General:
 - 1. Severely raveled or porous pavements may require tack coat.
 - 2. Asphalt concrete inlay may be required in rut deformations.
- B. Surface Repair: Patch any holes, raveled areas, and low areas with asphalt concrete.
- C. Crack Repair: Section 32 01 17.
 - 1. Remove plant materials from cracks, edges, and joints.
 - 2. Blow cracks clean with compressed air.
 - 3. Seal cracks with hot pour crack sealant. Remove excess sealant.
 - 4. Allow crack seal to dry before applying surface treatment material.
- D. Traffic control: Grind off existing pavement markings and lane striping. Use reflective tabs to mark striping location before applying surface treatment material.
- E. Cleaning:
 - 1. Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material.
 - 2. Do not flush water over cracks or apply pressurized water to cracked pavement.
 - 3. Clean the surface immediately prior to installation.
- F. Tack Coat:
 - 1. Apply tack coat to high absorbent, polished, oxidized, or raveled asphalt surfaces or to concrete or brick surfaces.
 - 2. Tack coat should consist of one part emulsified asphalt, three parts water and should be SS or CSS grade.

3.3 PROTECTION

- A. Implement the traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.
- B. Protect trees, plants, and other ground cover from damage.
- C. Prune trees to allow equipment passage underneath, Section 32 01 93. Repair tree damage at no additional cost to OWNER.
- D. Install invert covers, Section 01 71 13.
- E. Mask off end of streets and intersection to provide straight lines:
 - 1. Make straight lines along lip of gutters and shoulders. Keep same thickness in these areas. No runoff on these areas will be permitted.
 - 2. Vary edge lines no more than 1/2 inch per 100 feet.
- F. Protect curb, gutter, and sidewalk from spatter, mar, or overcoat.
- G. Protect surface treatment materials from traffic until it has cured.

3.4 APPLICATION

- A. Application Rate: Two separate applications coats are required. The first application must be thoroughly dry and free of any damp areas before the second application begins. Machine settings must match the

following application rates.

1. 0.20 gallons per square yard minimum.
2. 0.14 gallons per square yard minimum.

B. Spreading:

1. Keep constant delivery rate of material per square yard of surface, even if the forward speed of the machine varies.
2. Do not reduce application rate along edges or around manhole covers.
3. Apply both applications right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application.

3.5 AFTER APPLICATION

- A. Leave no streaks caused by plugged nozzle or improper spray bar height.
- B. Leave no holes, bare spots, or cracks.
- C. Expose and clean Manholes, valve boxes, inlets and other service entrances and Street Fixtures.
- D. Raise reflective tabs that were covered over. This will aid roadway users in finding lane delineation after installation and before permanent striping.
- E. Do not permit traffic on product until surface has cured (minimum 8 hours).
- F. Do not apply permanent lane marking or paint until placement has aged at least 10 days and layout has been verified with ENGINEER.

3.6 FIELD QUALITY CONTROL

- A. Testing: If density tests (ASTM D2939) show non-compliance, remove the product and halt operations until new material arrives and is shown to be in compliance. Measure the total amounts of material installed, and verify it meets the application rate.
- B. Protect surface treatment material from traffic until it has cured.

3.7 REPAIR

- A. Remove spatter and mar from curb and gutter, sidewalk, guard rails and guide posts at no additional cost to the OWNER.
- B. Remove surface treatment material from Street Fixtures
- C. Make correction lines straight. Provide good appearance.
- D. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
- E. Repair collateral damage caused by construction.

END OF SECTION

SPECIAL PROVISIONS

All work associated with this contract shall meet the Georgia DOT standard specifications for construction materials, methods and procedures not specifically listed in this solicitation.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

PROSECUTION AND PROGRESS

The City desires to have all work completed by September 1st, 2015. Please indicate on the Bid Sheet your projected response time and calendar days to complete the project. This information will be considered when awarding this contract.

Construction shall begin no later than 10 calendar days following the Notice to Proceed. The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within the calendar days indicated on the Bid Schedule. Inclement weather days will not count against the available calendar days.

Normal workday for this project shall be 9:00 am to 4:00 pm and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on City recognized holidays including July 4th and Labor Day.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance. 10% retainage will be held from the total amount due the contractor until Final Acceptance of work is issued by the City.

The contractor shall provide all materials, labor, and equipment necessary to perform the work without delay unto completion.

PERMITS AND LICENSES

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

QC/QA TESTING OF MATERIALS

The Contractor will be responsible for all quality control testing (sampling, testing, and inspections) of materials incorporated into the project. All materials and workmanship shall meet appropriate GDOT specifications. Materials quality control testing types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor shall secure the services of a GDOT qualified geotechnical testing firm to perform all required tests. Test results shall be provided to the City promptly as the work progresses. Tests shall meet GDOT Specs for type, method, and frequency. Contractor will have This work shall be considered incidental to the rest of the work and no separate payment will be made.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The City reserves the right to add or delete quantities at any time. Contractor will notify the City in writing if additional items are identified or quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

UTILITIES

Contractor shall be responsible for coordinating any utility relocation necessary to the completion of the work.

TEMPORARY TRAFFIC CONTROL

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

Traffic whose origin and destination is 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 includes 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 signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times unless otherwise specified or approved by the City. In the event of an emergency situation, 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.

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

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. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) matching existing pavement markings on milled or patched pavements. The contractor shall provide 4 variable message boards to be placed at the direction of the City.

All personnel and equipment required for maintaining temporary traffic control, public convenience and safety will not be paid for separately and shall be incidental to other pay items.

ROAD WIDENING AND SHOULDER CONSTRUCTION

On Birmingham Road the contractor will box out the shoulder to a depth of 10 inches and width of 2 feet for widening on each side of the road or as necessary to establish a minimum base width of 26 feet. All boxed out areas shall be filled to the level of the edge of pavement at the end of work each day. All unsuitable and excess material shall be removed from the jobsite at the contractor's expense within 7 calendar days. The shoulder area shall be top dressed with topsoil before grassing and all asphalt chunks and rocks shall be removed. Cost of shoulder backfill, reconstruction, and grassing shall be considered incidental to the work and included in the bid price for other pay items. All disturbed areas shall be mulched and grassed in accordance with GDOT Specifications, Section 700 within 7 calendar days from the time of completion of each project segment.

The Contractor will be responsible for establishing the existing horizontal and vertical alignments necessary for establishing lines, slopes, and profile grades for roadwork as well as centerline benchmarks for structures. The contractor will set all stakes, templates, and other devices necessary to control the work. Contractor should maintain a 2% slope except in super elevated curve areas. This work shall be considered incidental and included in the bid price for other pay items.

All rock added if needed to supplement material will be spread from the tailgate to the depth of 1.5 inches over the entire in-situ asphalt and uniformly mixed. After mixing the mixture will be pushed into the void created by the box out crew.

The finished base course mat shall be 26 feet wide and the asphalt mat shall be 25 feet wide with a 30 – 35 degree angled fillet (Safety Edge) along each side of the roadway.

Contractor shall provide a smooth transition from the finished paved surface to all existing driveway aprons. In any area where widening effects concrete driveways these driveways shall be saw cut for removal at the new roadway width. Cost shall be incidental to the work.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. No stone or asphalt chunks shall be left in the right-of-way and topsoil shall be placed in all disturbed areas before grassing. Contractor is responsible for ensuring that all permanent grassing shall match the existing grassing.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in

consequence of the non-execution thereof by the contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

PAVEMENT MILLING

The milling equipment shall be a power driven, self-propelled machine which is specifically designed to mill and remove a specified depth of existing asphalt paving. The equipment shall be of size, shape and dimensions so as not to restrict the safe passage of traffic in areas adjacent to the work. Conveyors capable of side, rear or front loading shall be provided together with the necessary equipment to transfer the milled material from the roadway to a truck. Dust control shall be such as not to restrict visibility of passing traffic or annoy adjacent property owners.

The contractor shall also mill side streets to provide an adequate tie-in. The side streets shall be milled from the edge of travel lane to the radius point of the side street or up to a maximum 15' of the travel lane. The contractor shall also mill across the whole roadway at the beginning and ending limits of the project to provide an adequate tie-in with existing pavements. Edge milling shall match the depth of the overlay.

Topping shall be tapered/feathered so as to tie into existing driveways with the best possible ride and aesthetic result. Tie-ins shall be marked on the ground and approved by the City prior to paving.

Areas where no curb exists are not to be milled except to provide adequate tie-in with existing pavement. The milling operation shall provide a pavement surface that is true to line, grade and cross-section and of uniform texture.

A ten foot straightedge shall be maintained in the vicinity of the milling operation at all times for the purpose of measuring surface irregularities of the milled pavement surface. The contractor shall provide the straightedge and labor for its use. All irregularities in excess of 1/8" in 10' shall be remilled at no additional cost.

The finished cross slope shall be uniform to a degree that no depressions or misalignment of slope greater than 1/4" in 12' are present when tested with a straightedge placed perpendicular to the centerline. The finished pavement surface will be subject to visual and straightedge inspection.

The Contractor shall be responsible to repair any damage to existing curbs, aprons, and driveways caused by the Contractor's operations at no additional cost to the City.

All material generated as a result of the milling operation shall become the property of the contractor. The milled material shall be stockpiled, recycled and utilized by the bidder as a means to offset the unit cost of patching.

After milling is completed all loose and flaking masses of asphalt shall be removed. In the case

all asphalt has been removed leaving the base the traffic roller should be used in the cut to compact any loose material prior to placement of asphalt.

The contractor and City shall measure all work and determine the total pavement area in square yards, to establish the basis of payment for the milling work.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack on all areas. The cost of bituminous tack shall be included in the cost of asphalt. Bituminous tack is not measured as a separate pay item. NTSS-1HM trackless tack or equivalent shall be used. All surfaces shall be cleaned completely and thoroughly before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .05 to 0.1 gallons per square yard.

PAVEMENT MIX DESIGN

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City on a daily basis.

The most current version of the GDOT Specifications and Special Provisions apply, including but not limited to sections 400 (including off-system Special Provision). Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall consist of placement of 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. 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 City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list

The Contractor shall install temporary paint pavement markings on the reclaimed base course prior to re-opening the roadway until topping is installed. Temporary paint shall also be used on the completed topping course while awaiting the thermoplastic striping. This work will be considered incidental and should be included in the lump sum bid for Traffic Control.

CONCRETE SIDEWALKS AND ADA RAMPS

This work shall consist of the installation of new 5' sidewalk and ADA compliant ramps. The contractor will install the new sidewalk in accordance with GDOT Standard Specifications Sections, Article 441. Ramps will be constructed in accordance to GDOT detail A3 that replaces GA Standard 9031W and must meet Federal ADA standards with regard to slope and grade and shall be constructed using 3000 psi concrete (class A). The contractor shall inspect the locations specified in the bid to determine the extent of work necessary to construct or upgrade each ramp. The contractor is to select the ramp type to be used based on the site conditions and configuration of existing sidewalk present unless specifically indicated. In some circumstances the contractor can install detectable warning panels if existing ramps are constructed to at the proper grade and slope.

Expansion joints shall be placed at an interval of 40 feet on center throughout the sidewalk length and at all interfaces with existing sidewalk or structures.

The surface of the sidewalk and subgrade shall not exceed a cross slope of 2%. This slope shall be directed to the street unless otherwise directed by the city.

The forms shall be made of steel or wood to insure the accurate maintenance of lines and grades. Flexible strips may be used where necessary on curves. After forms are completely set in place the contractor shall have the forms inspected by the city prior to pouring concrete.

All new concrete sidewalks shall be a minimum of 4 inches thick and shall meet the GDOT specifications for Portland Cement Concrete.

The subgrade shall be thoroughly moistened and the concrete shall be deposited to the proper depth. The concrete along the edges of the forms shall be well spaded against the forms and the concrete shall be struck off until all voids are removed and the surface has the required grade and cross section. The surface shall be struck off with a straight edge, floated and troweled just enough to produce a smooth dense surface, free from irregularities. Brushing crosswise with a fine hare brush or broom is required to produce a non-slip surface. All joints and edges shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The city reserves the right to reject any sidewalk segments not finished in accordance with these standards or finished in a professional and workmanlike manner. All sidewalk sections that are rejected by the city shall be removed and replaced by the contractor at no additional charge.

The contractor is responsible for protecting the sidewalk from the elements, travel and vandalism.

After the concrete has set sufficiently, but not more than 3 days, the forms shall be removed and the spaces shall be backfilled with topsoil. The area between the sidewalk and the curb shall be graded to slope toward the curb and allow drainage to flow toward the curb after sod installation.

The removal and disposal of existing curb and other concrete to construct or upgrade each ramp and construct sidewalk along with any clearing, grubbing, tree and shrub trimming or removal that impacts construction shall be considered incidental.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

Event:	Date:
Release of ITB	April 27 th , 2017
Deadline for Written Questions	May 8th, 2017 @ 5:00 PM
*Submit via E-Mail (preferred) or Fax to Honor Motes of Purchasing Office	
City of Milton Addendum (on or about) (Official answers to questions and potential changes to ITB. Addendum will be posted at the same web locations as the ITB)	May10th, 2017

Bids due **May 16th @ 2:00PM**

Bids are due to: City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, Ga. 30004

Contract Award (On/about)	June 5th, 2017
Notice to Proceed Issued (On/about)	June 6th, 2017

Reference Only Subject to change

SAMPLE CONSTRUCTION AGREEMENT

This Construction Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Milton, a political subdivision of the State of Georgia, acting by and through its governing authority, the City of Milton Mayor and Council (hereinafter referred to as the "City"), and XXXXXX, a _____ with its principal place of business located at XXXXXXXX (hereinafter referred to as the "Contractor") (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the City issued a Invitation to Bid, dated XXXXXXXXXXXXX, for services generally described as XXXXXXXX; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid in response to the Invitation to Bid for XXXXXXXXXXXXX, the City has selected Contractor as the successful proposer; and

WHEREAS, Contractor has agreed to perform such Work as set forth in this Agreement, according to the terms and conditions provided in this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of the Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, the City and Contractor, in consideration of the mutual promises, public purposes, and the acknowledgements and agreements **contained** herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Contract Documents

The following documents, attached hereto (except as expressly noted otherwise below) are incorporated herein by reference and constitute the Contract Documents:

- A. This Agreement;
- B. Invitation to Bid (and other bid related documents) attached hereto as Exhibit "A" (including the Project Specifications);
- C. Bid Documents from Contractor dated _____ attached hereto as Exhibit "B";
- D. Performance Bond, Payment Bond and Maintenance Bond, attached hereto collectively as Exhibit "C";
- E. Non-collusion Affidavit of Prime Proposer, attached hereto as Exhibit "D";

- F. Final Affidavit, attached hereto as Exhibit “E”;
- G. Alien Employment affidavits attached hereto as Exhibits “F” and “G”;
- H. SAVE affidavit attached hereto as Exhibit “H”;
- J. Key Personnel, attached hereto as Exhibit “J”;
- K. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description

The Project is defined generally as follows:.

Section 3. The Work

The Work is specified and indicated in the Contract Documents (the “Work”). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents (including, but not limited to, the Project Specifications attached hereto and incorporated herein by reference). In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

The City will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within ten (10) days of the City’s issuance of the Notice to Proceed.

Section 4. Contract Time

Contractor warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor agrees to complete the Project within XXXX days from the date of the City’s issuance of a written Notice To Proceed.

Section 5. Contractor’s Compensation; Time and Method of Payment

The total amount paid under this Agreement shall not, in any case, exceed _____, except as outlined in Section 6 below. The compensation for Work performed shall be based upon the amount of debris removed pursuant to the Bid Submittal Form, attached hereto as part of Exhibit B and incorporated herein by reference. This amount shall include all use, lease, or other taxes, and all expenses for personnel and equipment (including fuel) that Contractor will incur to provide the Work. Unless otherwise agreed in writing signed by both Parties, the compensation payable by the City to Contractor is limited to the unit price amount set forth in the Bid Submittal Form, and City will not pay any other sum attributable to taxes, costs or expenses that Contractor may incur in providing the Work. City agrees to pay the Contractor for the debris removed upon certification by the City that the Work was actually performed and costs actually incurred in accordance with the Agreement.

Compensation for Work performed shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Work performed. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which payment is to be made, the City may retain a percentage of said payment, not to exceed ten percent (10%) of the maximum Contract Price to ensure performance of the Agreement. Said cause and progress shall be

determined by the City, in its sole discretion, based on its assessment of any past performance of the Contractor and likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the City before charges are incurred and shall be handled through change orders or construction change directives as described in Section 6 below. The City shall pay the Contractor within thirty (30) days after approval of the invoice by the City. No payments will be made for unauthorized work. Payment will be sent to the designated address by U.S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the City or may make written requests for the City to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

The City may withhold payment or final payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Agreement, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

Section 6. Work Changes

- A. "Change order" means a written modification of the Contract Documents, signed by the City and the Contractor.
- B. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and City. Such change orders or construction change directives shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed Work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work.
- C. Any Work added to the scope of this Agreement by a change order or construction change directive shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order or construction change directive duly executed on behalf of the City and the Contractor.
- D. The City Manager has authority without further action of the Mayor or Council to execute any number of change orders or construction change directives so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement. Any such change orders or construction change directives materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$50,000.00, must be approved by the City of Milton Mayor and Council.

Section 7. Covenants of Contractor.

A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would be in violation of the City of Milton Code of Ethics or any other similar law or regulation.

B. Time is of the Essence

Contractor specifically acknowledges that **TIME IS OF THE ESSENCE** for completion of the Project.

C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of the City and the Project in accordance with the City's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the City written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the City of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the City of Work completed or produced, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any of the Contract Documents that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purpose for which the document or data is furnished, Contractor shall promptly inform the City of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.

E. City's Reliance on the Work

The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the City bears no responsibility for Contractor's services performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or Work by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the City

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

G. Contractor's Representative

_____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of City

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the City, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "City Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter collectively "Liabilities"), which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City or City Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the City or City Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City and City Parties shall survive termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations

governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only.

Inasmuch as the City and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
 - (a) General Liability and Automobile Liability Coverage.
 - (i) The City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained

by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or City Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City within ten (10) days of the Notice of Award. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "C" and with a surety licensed to do business in Georgia. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited

(1) **E-Verify Affidavit**

It is the policy of City that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the Contractor shall provide evidence on City-provided forms, attached hereto as Exhibits "F" and "G" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the City contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "F", and submitted such affidavit to City. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "G", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "G" to the City within five (5) business days of receipt from any subcontractor.

The City Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the Agreement.

The City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "F" and incorporated herein by this reference.

Contractor agrees that the employee number category designated below is applicable to the Contractor.

_____ 500 or more employees

_____ 100 or more employees

_____ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee number category that is applicable to the subcontractor.

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

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the City must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Contractor's legal status in the Country **each** time that Contractor obtains a public benefit, including any contract, from the City. Contractor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "H", and submitted such affidavit to the City in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Contractor's legal status, to the City either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Contractor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

N. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.

(3) Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the City

to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

O. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation.

P. Confidentiality

Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that the City's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

Q. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, City, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, before commencing Work, Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to perform the Project ("Licenses"), including but not limited to any permits required by the EPA or the Georgia Environmental Protection Division, if any, and shall furnish copies of such permits to the City within ten (10) days of issuance. Contractor further agrees to maintain such Licenses and comply with the terms of all such Licenses throughout the term of this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

R. Hazardous Waste

Contractor is obligated to handle all household hazardous waste and asbestos containing materials in accordance with applicable federal, state and local regulations, properly document those operations, and transport such hazardous waste to an appropriate landfill or disposal site. Contractor is further responsible for all tipping fees and all other related costs associated with such disposal of hazardous waste. All other hazardous waste material shall be reported to the City for coordination with U.S. Environmental Protection Agency or the Georgia Environmental Protection Division of the Georgia Department of Natural Resources.

S. Key Personnel

ll of the individuals identified in Exhibit "J" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "J", without

written approval of the City. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the City. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

T. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

U. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Contractor ("Materials") shall be the property of the City, and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

V. Meetings

The Contractor is required to meet with the City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement, at no additional cost to the City. Meetings will occur as problems arise and will be coordinated by the City. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the Agreement.

Section 8. Covenants of the City

A. Right of Entry

The City shall provide for right of entry for Contractor in order for Contractor to complete the Work.

B. City's Representative

XXXXXX shall be authorized to act on the City's behalf with respect to the Work as the City's designated representative; provided any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. [Intentionally Omitted]

Section 10. Termination

A. *Termination for Convenience:*

- i. *The City may terminate this Agreement for convenience at any time upon providing written notice to Contractor.*
- ii. *In the event of a termination for convenience, Contractor shall take immediate steps to terminate Work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City.*
- iii. *Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor, in accordance with Section 5 herein, for all debris that is loaded and disposed and for other Work that is performed by 6:00 PM on the day following Contractor's receipt of City's notice of termination. The City shall have no further liability to Contractor for such termination. Further, and at its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall the City's total payment for the Work exceed the maximum Contract Price agreed to herein.*

B. *Termination for Cause.*

- i. *The City may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The City shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and, if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice.*
- ii. *The City shall then make alternative arrangements for completion of the Project. The City will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the per unit price charged by the replacement contractor exceeds the per unit price charged by the Contractor, as provided in this Agreement,, the Contractor or its Surety will pay the difference to the City to finish the Project.*

C. *If the City terminates this Agreement for cause, and it is later determined that the City did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.*

D. *Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the City.*

E. *The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.*

Section 11. No Personal Liability

Nothing herein shall be construed as creating any individual or personal liability on the part of any City Party. No City Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any employee, officer, director, or elected or appointed official.

Section 12. Miscellaneous

A. *Complete Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the*



subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

- B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.
- F. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO CITY shall be sent to:

City of Milton
13000 Deerfield Parkway Suite 107
City Manager
Milton, GA 30004

NOTICE TO CONTRACTOR shall be sent to:

-
- G. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.
 - H. Force Majeure. Neither the City nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts. Any additional reasonable costs incurred by Contractor as a result of such extension may be added to the Contract Price subject to the terms of Section 6 and approval of a Change

Order relating to same. All other obligations shall remain intact.

- I. Headings. The caption or headnote on articles or sections of this Agreement are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement.
- J. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Contract, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 12(J) in every subcontract for services contemplated under this Agreement.
- K. Waiver. No failure by the City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City's right to demand exact and strict compliance by the Contractor with the terms and conditions of this Agreement.
- L. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first above written.

CONTRACTOR: _____

By: _____ (signature)
_____ (print)

Attest: _____
XXXXXXXXXX

[AFFIX CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

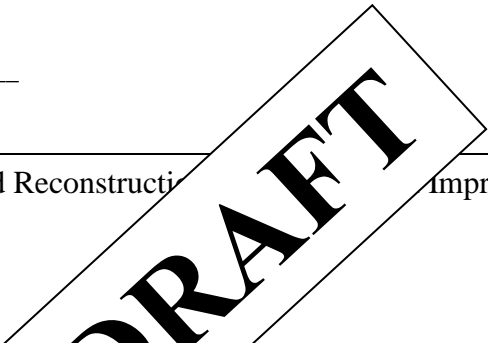
Notary Public

[NOTARY SEAL]

My Commission Expires: _____

Approved as to form:

City Attorney



CITY OF MILTON

[CITYSEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

SAMPLE

EXHIBIT "A"

[Insert Invitation to Bid]

EXHIBIT "B"

[Insert Bid Documents]

SAMPLE

EXHIBIT "C"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as CONTRACTOR, hereinafter referred to as the "Principal"), and _____ (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto the City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City, dated the ____ of _____, 20__ which is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the construction of a project known as _____ (hereinafter referred to as "the PROJECT").

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

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under

this Bond no later than thirty (30) days after written notice from the City to the Contractor's Surety; and

- b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.*

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

***IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 20____.*

CONTRACTOR ("Principal")

By: _____ (signature)

_____ (print)

Title: _____

Attest: _____ (signature)

[AFFIX CORPORATE SEAL]

_____ (print)

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

SAMPLE

PAYMENT BOND
CITY OF MILTON, GEORGIA

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “**CONTRACT**”), for the construction of a project known as _____, (hereinafter referred to as “the **PROJECT**”).

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

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

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

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by

Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this ____ day of _____, 20____.

CONTRACTOR:

By: _____ (signature)

Title: _____ (SEAL)

Attest:

Title: _____
Date: _____

CONTRACTOR SURETY:

By: _____ (signature)

Title: _____ (SEAL)

Attest:

Title: _____
Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

EXHIBIT "D"

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF GEORGIA

City of Milton

_____, being first duly sworn, deposes and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of XXXXXXXXXXXX (the "Proposer") that has submitted the attached Bid;

(2) He is fully informed respecting their preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from proposing in connection with such Contract, or has in any collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Bid or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(6) Proposer has not directly or indirectly violated O.C.G.A. § 36-91-21(d).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires _____
Date

(SEAL)

EXHIBIT "E"
FINAL AFFIDAVIT

TO CITY OF MILTON, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by XXXXXXXX. or any of its subcontractors in connection with the construction of the XXXXXXXXXX for the City have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which the City on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 20____, _____, who under oath deposes and says that he is _____ of the firm of XXXXXXXXXX. that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires

EXHIBIT "F"

**STATE OF GEORGIA
CITY OF MILTON**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b), a form of which is attached hereto as Exhibit "G".

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "G"

**STATE OF GEORGIA
CITY OF MILTON**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the City has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, , in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, 201____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201____.

Notary Public

[NOTARY SEAL]

EXHIBIT "I"

[RESERVED]

EXHIBIT "J"

KEY PERSONNEL

[Insert Key Personnel]

END SAMPLE CONTRACT

SAMPLE