



Project Management
By



CITY OF CONYERS
1184 Scott Street, Conyers, Georgia 30012
CITY OF CONYERS, GEORGIA

VISIT WEBSITE FOR BIDDING OPPORTUNITIES

[Website: www.conyersga.com/businesses/bid-opportunities](http://www.conyersga.com/businesses/bid-opportunities)

Contractor may pick up free CD of Bid Docs (address above)

**CONTRACT WITH:
PATH FOUNDATION**

1601 West Peachtree Street, Atlanta, GA 30309

REQUEST FOR BID

Bidder's Sealed Envelope shall be marked with the following information:

OLDE TOWN CONYERS TRAIL- PHASE E CONSTRUCTION

BID ADDRESS (Send by FedEx or UPS only)

1124 Vaughn Street, Conyers, Georgia 30012

CITY OF CONYERS, GEORGIA

SCHEDULE OF EVENTS

DATE

A Mandatory Pre-Bid Conference will be held at City of Conyers Public Works and Transportation.
1124 Vaughn Street, Conyers, Georgia 30012

September 8, 10:00 A.M.

Deadline for clarifications and questions. These requests must be emailed to: jonathan@pathfoundation.org

September 12, 3:00 P.M.

Clarifications and Questions will be posted on the City of Conyers website:
www.conyersga.com/businesses/bid-opportunities

September 14, 3:00 P.M.

Deadline for Bid: Submittals delivered in person or (FedEx, UPS) to City of Conyers Public Works Transportation.
1124 Vaughn Street, Conyers, Georgia 30012

September 21, 3:00 P.M.

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE:
CITY:		FAX:
STATE:	ZIP:	SSN OR FEDERAL TAX ID:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	AUTHORIZED SIGNATURE:	

REQUEST FOR BIDS

OLDE TOWN CONYERS TRAIL-PHASE E City of Conyers, Georgia



Contract and Project Management by



Bid Submission Deadline: September 21, 2016, 3:00 p.m., ET

CITY OF CONYERS

1124 VAUGHN STREET, CONYERS, GEORGIA 30312

**Jonathan McCaig- Project Management
PATH FOUNDATION, Authorized Agent
Atlanta, Georgia**

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BID PACKAGE
Olde Town Conyers Trail Construction
for City of Conyers, Georgia

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. **Services Required:** This Request for Bids (“RFB”) from qualified Bidders (“Bidder” or “Bidders”) by City of Conyers (“City”) is to procure the following Services: Construction of a 10’ wide multi-use concrete trail for City of Conyers, Georgia (Project).
2. **Bid Package and Specifications:** The bid package and specifications are located on the City of Conyers website at the following address: <http://www.conyersga.gov/businesses/bid-opportunities>. The construction plans which are on a separate CD may be obtained free of charge from City Hall located at 1184 Scott Street, Conyers, GA 30012.
3. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Conyers Code of Ordinances. By submitting a Bid in reference to this solicitation, a Bidder acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this RFB by reference.
4. **Minimum Qualifications:** Each Bidder and team member shall have the minimum experience set forth in this RFB. **The successful Bidder shall self-perform 51% of the work in this contract with equipment owned by his own organization. Successful Bidder must provide proof of company owned equipment.**
4. **Authority to Transact Business in Georgia:** Each Bidder must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **No Offer by City and Firm Offer by Bidder:** This solicitation does not constitute an offer by the City/PATH to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the City/PATH. A Bidder’s offer is a firm offer and may not be withdrawn except as provided in this RFB, and in the City’s Code of Ordinances and other applicable law.
6. **Bid Duration:** Bids submitted in response to this RFB must be valid for a period of thirty (30) calendar days from the Bid Submission Deadline and must be marked as such.
7. **Construction Contract:** Contract for Construction with be signed with the PATH Foundation. Construction must begin within ten (10) calendar days from the signing on the contract. The project must be completed with **240** calendar days.
8. **Bid Submission Deadline:** Responses to this RFB must be received by the City of Conyers Government Complex 1124 VAUGHN STREET, CONYERS, GEORGIA 30312 no later than **3:00 p.m., ET on Tuesday, September 21, 2016; at which time bids will be read aloud.** Any Bid received after this time will not be considered and will be rejected and returned.

9. Solicitation Questions; Prohibited Contacts: Any questions regarding this RFB should be submitted by email or in writing to Jonathan McCaig, PATH Foundation, Project Manager at 1601 West Peachtree Street, Atlanta, GA 30309 to: jonathan@pathfoundaiton.org, on or before **Monday, September 12, 2016 by 3:00 pm E.T.** Questions received after the designated period may not be considered. Any response to this questions will be made by the PATH Foundation at www.conyersga.com/businesses/bid-opportunities. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this solicitation by monitoring website. No Bidder may rely on any verbal response to any question submitted concerning this RFB. All Bidders and representatives of Bidders are strictly prohibited from contacting any other City employees, City Officials, Elected Officials or any third-party representatives of the City on any matter having to do with this RFB. All communications by any Bidder concerning this RFB must be made to the PATH Foundation. **Bidder must acknowledge the Addenda on the Non-Collusion Certificate.**

10. Ownership of Bids: Each Bid submitted to the City will become the property of the PATH Foundation. The PATH Foundation shall not be liable for any bid preparation costs incurred by Bidder.

11. Georgia Open Records Act: Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 15-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]”.

12. Insurance and/or Bonding Requirements: The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFB are set forth in this RFB:
Insurance: Bidder must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Bidder, if any.
Bonding: A Bid Bond of 5%, a Labor Material Bond of 100%, a Performance Bond of 100% and a Payment Bond to 100% of the Contract Price with a surety company satisfactory to City / PATH must be provided by the successful Bidder by a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 et seq.

The Contractor shall be required to furnish the City and PATH with satisfactory proof of coverage of the insurance specified in the General Conditions. Both the PATH Foundation and City of Conyers are to be named on all insurance.

12. Utility Systems Contractor Licenses Number: Contractor’s who construct, erect, alter, or repair utility systems at least five feet underground are required to be licensed under the Division of Utility Contractors of the State of Georgia Construction Industry Licensing Board. Utility systems include water supply systems, sewerage systems, water and wastewater plants, pump stations, gas systems, electrical power systems, and communications systems.
BIDDERS RESPONDING TO THIS INVITATION TO BID MUST INCLUDE

UTILITY SYSTEMS CONTRACTOR LICENSE NUMBER WITH BID. (License may be held by the Prime or Sub Contractor)

13. Sub-contractors and Manufacturers: Bidders are required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed subcontractors. City/ PATH Foundation reserves the right to disapprove any proposed subcontractors whose technical or financial ability, or resources, or experience are deemed inadequate.

14. Examination of Bid Documents:

14.1 Each Bidder is responsible for examining with appropriate care the complete RFB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid.

14.2 Each Bidder shall promptly notify City / PATH in writing should the Bidder find discrepancies, errors, ambiguities or omissions in the Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFB. Replies to such notices may be made in the form of an addendum to the RFB, which will be issued simultaneously to all potential Bidders.

14.3 City/ PATH may in accordance with applicable law, by addendum, modify any provision or part of the RFB at any time prior to the Bid due date and time. The Bidder shall not rely on oral clarifications to the RFB unless they are confirmed in writing by the City /PATH in an issued addendum.

14.4 Each Bidder must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

14.5 The CITY/ PATH Foundation may waive any technicalities and formalities. The CITY/ PATH Foundation reserves the right to cancel or change the RFB in its entirety. If the successful Bidder, who is awarded the contract, cannot provide to the CITY/ PATH requirements to establish an agreement/contract, the CITY/ PATH Foundation reserves the right to award the contract to the next firm that best meets the needs of the City.

14.6 Pursuant to the City of Conyers Code of Ordinance, bids may be disqualified by the Director as a result of, but not necessarily limited to, the following reasons:

14.6.1 Failure to follow City's bid schedule.

14.6.2 Failure to return applicable compliance and/or specification sheets.

14.6.3 Failure to return applicable addenda.

14.6.4 Failure to provide information on alternates or equivalents, when allowed.

14.6.5 Failure to provide bid bond when specifically stated will result in automatic rejection.

14.6.6 Failure of bidder to sign all requested documents.

- 14.6.7 Failure to submit bid by deadline.
- 14.6.8 Failure of supplier to extend prices.
- 14.6.9 Failure to hold firm pricing.
- 14.6.10 Failure to meet specified delivery requirements.
- 14.6.11 Prices for services or items that exceeds the department's budgeted amount allowed for those items.

15. Illegal Immigration Reform and Enforcement Act: This RFB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“**Act**”), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Bidder must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms must be submitted with the Bid at the time of submission. Under state law, the City cannot consider any Bid which does not include the completed forms. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bidders intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFB.

16. Conflict of Interest: Bidders are advised to read and familiarize themselves with the conflict of interest provisions of this RFB. The City reserves the right to issue RFBs for specific projects that are independent Olde Town Conyers Trail –Phase E Construction for the City of Conyers, Georgia. Except as stated in this RFB these Instructions, and the Notice to Bidders concerning Conflicts of Interests, successful Bidders under this RFB are not precluded from responding to such solicitations.

17. Codes, Permits, Fees, Licenses and Laws

All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

BID PACKAGE
Olde Town Conyers Trail –Phase E
City of Conyers, Georgia

1. INTRODUCTION

The services to be provided consists of the construction of a 10' wide concrete multi-use trail on City of Conyers / Rockdale County and Rockdale BOE property. The project requires the contractor to install bridges, retaining walls, drainage structures, and trail amenities. The project begins at the Nancy Guinn Library at 684 Green St SW Conyers, GA 30012 and ends 1451 Pine Log Road Park Entrance, Conyers, GA 30012 off Pine Log Road in Conyers, Georgia.

1.2 BIDDING REQUIREMENTS

1.2.1 All Bids shall be in accordance with the Contract Documents and the Project will follow current Georgia Department of Transportation (GDOT) State of Georgia Standard Specifications - Construction of Transportation Systems 2013 Edition, and Supplemental Specifications Book 2013 edition, and applicable Special Provisions and Supplemental Specifications.

1.2.2 SPECIAL PROVISIONS & SUPPLEMENTAL SPECIFICATIONS

Since the time of the publication of the 2013 Edition and the 2013 Supplemental Specifications Book there have been several changes to the standard specifications and supplemental specifications so additional specification material is can be found at:

<http://www.dot.ga.gov/PS/Business/Source>

1.2.2.1 PROSECUTION AND PROGRESS
GDOT Section: 108

1.2.2.2 MEASUREMENT AND PAYMENT
GDOT Section: 109

1.2.2.3 EROSION AND SEDIMENTATION CONTROL
GDOT Sections: 107,160,161,162, 163, 165,166, 170,171,603,716

1.2.2.4 TRAFFIC CONTROL
GDOT Section: 150

1.2.2.5 WATER QUALITY MONITORING
GDOT Section: 167

1.2.2.6 CLEARING AND GRUBBING
GDOT Sections: 201,202,204,205,206,207,208

1.2.2.7 EARTHWORK
GDOT Sections: 209,210,211,212,214,215,216,217,218,219,221

1.2.2.8 GRADING COMPLETE
GDOT Sections: 109,201,202,204,205,206,207,208,209

1.2.2.9 CONCRETE STRUCTURES
GDOT Sections: 152,430,431,439,441,461,500,800,801,830,831
832,838,833,853,880,886

1.2.2.10 PIPES AND STRUCTURES
GDOT Sections: 441,550

1.2.2.11 SIGNING AND MARKINGS
GDOT Sections: 500,636,652,653,830,870,910,911,913,914

1.2.2.12 PAINTING TRAFFIC STRIPE
GDOT Sections: 652, 653

1.2.2.13 LANDSCAPING
GDOT Sections: 700,702,710

PATH FOUNDATION SPECIAL PROVISIONS

1.2.3.1 PEDESTRIAN BRIDGE
GDOT Section 534 Pedestrian Bridge

1.2.3.2 CITY OF CONYERS SIGNAGE
GDOT Sections:107,500,636,855,870,910,912,914,916

1.2.3.3 CITY OF CONYERS BOLLARDS
GDOT Sections: 500,900

1.2.3.4 CITY OF CONYERS SIGN POST
GDOT Sections: 500, 502, 636, 860, 861, 862, 863, 911

1.2.2 The successful Bidder must have five (5) years of verifiable experience in construction of similar projects. The bidder must provide verifiable documentation of adequate experience performing the identified tasks. It is preferred that all subcontractor provide verifiable documentation of adequate experience performing the identified tasks. **The successful Bidder shall self-performing 51% of the work in this contract with equipment owned by his own organization. The successful Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.**

1.2.3 The PATH Foundation will represent the City for the Contract and all Construction Management Services. A City Engineering Inspector (CEI) may periodically monitor construction activities. All communication from the Bidder will be directed to the PATH Foundation Project Manager.

1.2.4 The Project plans are available for download by visiting www.conyersga.com/businesses/bid-opportunities.

1.3 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 1.3.1 Consultant shall ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFB. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any sub-consultant or sub-contractor may result in a finding that the Bidder is not responsible.
- 1.3.2 All proposed sub-consultants and sub-contractors shall be listed in the Bidders response. Bidder shall ensure that all proposed sub-contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The City reserves the right to approve all sub-contractors and sub-consultants.
- 1.3.3 Consultant shall have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all sub-consultants and sub-contractors engaged in the work of this RFB. The lack of a valid license for Consultant or any sub-consultant or sub-contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a sub-consultant or sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFB, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.

1.4 INTENT TO AWARD

- 1.4.1 The City reserves the right to make one (1) award or no award for Olde Town Conyers Trail –Phase E, Conyers, Georgia 30312
- 1.4.2 If the successful Bidder is terminated, the City reserves the right to make an award to the next lowest responsive and responsible Bidder.
- 1.4.3 **Responsibility** - The determination of the Bidder's responsibility will be made by the City based on whether the Bidder meets the following minimum standard requirements:
 - 1.4.3.1 Has the appropriate and adequate technical experience required.

- 1.4.3.2 Has adequate personnel and equipment to perform the work expeditiously.
- 1.4.3.3 Ability to comply with the required or proposed delivery and installation schedule.
- 1.4.3.4 Has a satisfactory record of performance.
- 1.4.3.5 The ability of Bidder to provide future maintenance and/or service.
- 1.4.3.6 Has adequate financial means to meet obligations incidental to the work.
- 1.4.3.7 Such other factors as the City deem to be pertinent to either the bid or the contract.

1.4.4 **Responsiveness** - The determination of the Bidder's responsiveness will be made by the City based on a consideration of whether the Bidder has submitted complete bid documents meeting bid requirements without irregularities, exclusions, special conditions, or alternatives bids for any item unless specifically requested in the solicitation.

BID PACKAGE
Olde Town Conyers Trail –Phase E
City of Conyers, Georgia

2. BID COST FORM

Section A: Roadway/Trail Items					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
150-1000	1	LS	TRAFFIC CONTROL		
210-0100	1	LS	GRADING COMPLETE		
310-5060	3000	SY	GR AGGR BASE CRS, 6 INCH, INCL MATL		
444-1000	8340	LF	SAWED JOINTS IN EXISTING PAVEMENTS -PCC		
441-4020	120	SY	CONC VALLEY GUTTER, 6 IN		
441-6012	1350	LF	CURB AND GUTTER 6'X24", TP2		
441-5002	200	LF	CONCRETE HEADER CURB, 6 IN TP 2		
500-3101	1270	CY	CLASS A CONCRETE TRAIL, 5 IN, 10 FT, (INCL PADS -10' WIDE)		
500-3800	24	CY	CLASS A CONCRETE, 8 IN, 10 FT, HEAVY DUTY, INCL MATL		
611-8120	6	EA	RAISE UTILITY TO GRADE (WATER, GAS, ELECTRIC, ETC)		
636-1033	154	SF	MUTCD HIGHWAY SIGNS (SEE PLANS)		
636-1041	180	SF	PATH FOUNDATION SIGNAGE – SEE SPECIAL PROVISION		
636-2070	14	EA	HIGHWAY SIGN SQUARE POST, 10FT PER GDOT		
636-5102	18	EA	PATH TRAIL SIGN SQUARE STEEL POST 8'- SEE DETAILS		
603-7000	3000	SY	PLASTIC FILTER FABRIC		
643-1132	250	LF	CH LK FENCE,ZC COAT 4 FT, 9 GA		
643-1152	100	LF	CH LK FENCE, ZC COAT 6 FT, 9 GA		
643-8010	1	EA	6 FT,GATE, CHAIN LINK ZC COAT		
643-8210	320	LF	WOOD PRIVACY FENCE 6 FT, 3 PANEL		
643-8210	300	LF	WOOD FENCE 4 FT, 2 BOARD (AS DIRECTED BY PM)		
652-0105	6	EA	PAVEMENT MARKING, BIK SHARED LANE SYMBOL		
652-5301	920	LF	THERMO SOLID TRAF STRIPE, 8 IN, WHITE (CROSSWALKS)		
653-1502	1110	LF	THERMOPLASTIC SOLID TRAF STRIPE, 5IN YELLOW		
653-1704	48	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN WHITE		
652-5801	520	LF	SOLID TRAFFIC STRIPE, 8 IN YELLOW		
652-6502	7000	LF	SKIP TRAF STRIPE , 5 IN, YELLOW (TRAIL CL)		
652-5451	882	LF	SOLID TRAFFIC STRIPE 5 IN, WHITE (PARKING SPACES)		
754-4000	5	EA	WASTE RECEPTACLE UNIT		
754-5000	7	EA	METAL BENCH		
900-0526	14	EA	FIXED STEEL BOLLARDS		
900-0527	8	EA	STEEL REMOVABLE BOLLARDS		

Section : PINE LOG ROAD: COUNTY PIPE REPLACEMENT WITH TRAFFIC DETOUR					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
150-1000	1	LS	TRAFFIC CONTROL		
210-0100	1	LS	GRADING COMPLETE -		
310-5080	755	SY	GR AGGR BASE CRS, 8IN, INCL MATL		
402-3141	165	TN	RECYL AC 12.5MM SP,GP2,BM&HL		
402-3143	83	TN	RECYL AC 25 MM SP,GP 1 OR 2 ,INC BM&HL		
402-3192	83	TN	RECYL AC 19 MM SP,GP 1 OR 2 ,INC BM&HL		
413-1000	30	GL	BITUM TACK COAT		
441-6012	400	LF	CURB AND GUTTER 6'X24", TP2		
500-3101	60	CY	CLASS A CONCRETE SIDEWALK, 5 IN		
641-1200	280	LF	GUARDRAIL, TP W		
641-5001	2	EA	GUARDRAIL ANCHORAGE, TP 1		
641-5012	2	EA	GUARDRAIL ANCHOR TYP 12		
550-1301	60	LF	STORM DRAIN PIPE, RCP, 30 IN, H 10-15		
550-1601	90	LF	STORM DRAIN PIPE, RCP, 60 IN, H 10-15		
550-3430	1	EA	SAFETY END SECTION 30 IN, STORM DRAIN,		
550-4230	1	EA	FLARED END SECT OR CONCRETE HEADWALL 30 IN, ST DRN		
550-4460	2	EA	FLARED END SECT OR CONCRETE HEADWALL 60 IN, ST DRN		
603-2024	300	SY	STN DUMPED RIP RAP, TP 3, 24 IN		
636-7000	300	SY	PLASTIC FILTER FABRIC		
Section : STEWARTS ALLEY					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
205-0001	370	SY	REM CONCRETE: JACKS GARAGE, SALON PARKING AREA		
310-5060	285	SY	GR AGGR BASE CRS, 6 IN INCL MATL		
439-0044	370	SY	PLAIN PC CONC PVMT, CL HES CONC, 6 IN (JACKS & SALON)		
441-5002	300	LF	CONCRETE HEADER CURB, 6 IN TP 2		
500-3800	40	CY	CLASS A CONCRETE, 8 IN, HEAVY DUTY, INCL STEEL		
900-0039	1300	SF	BRICK PAVERS, (4X8) IN, INCL MATL (MATCH EXISTING)		
Section D: STRUCTURAL SLAB, WALLS, BRIDGE					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
500-3800	36	CY	CLASS A CONCRETE, INCL REINFORCED STEEL (SLABS)		
534-1000	1	LUMP	PRE-ENGINEERED STEEL TRUSS, SPEC DESIGN BRIDGE 40'0"X12'-0", H5, INCL HELICALS, ABUTMENTS, HANDRAIL		
500-3800	1	LUMP	ASHLAR FINISH RETAINING WALL, INCL MATL, PILES		
500-3800	74	CY	CLASS A CONCRETE RETAINING WALL, INCL STEEL		
515-2020	205	LF	GALVANIZED STEEL PIPE HANDRAIL, 1½ ROUND		

Section D: EROSION CONTROL/ STORM DRAINAGE/ LANDSCAPE					
Item Number	Quantity	Units	Item Description	Unit Price	Cost
163-0232	6	AC	TEMPORARY GRASSING		
163-0300	6	EA	CONSTRUCTION EXIT		
163-0529	100	LF	CONSTRUCT, REMOVE BALED STRAW CHECK DAM		
163-0550	4	EA	CONSTRUCT, REMOVE, MAINT INLET SEDIMENT TRAPS -F		
163-0550	10	EA	CONSTRUCT, REMOVE, MAINT INLET SEDIMENT TRAPS-P		
165-0030	6000	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C		
165-0101	6	EA	MAINTENANCE OF CONSTRUCTION EXIT		
167-1000	1	LUMP	WATER QUALITY MONITORING AND SAMPLING		
171-0030	12300	LF	TEMPORARY SILT FENCE, TYPE C		
163-0529	100	LF	CONSTRUCT, REMOVE BALED STRAW CHECK DAM		
550-1150	72	LF	STORM DRAIN PIPE, RCP 15 IN H 1-10		
550-1180	124	LF	STORM DRAIN PIPE, 18 IN H 1-10		
550-1240	176	LF	STORM DRAIN PIPE, 24 IN,H 1-10		
550-1241	80	LF	STORM DRAIN PIPE, 24 IN,H 10-15		
550-1360	24	LF	STORM DRAIN PIPE, 30 IN,H 1-10		
550-1480	30	LF	STORM DRAIN PIPE, 42 IN,H 1-10		
550-4218	4	EA	FLARED END SECTION 18 IN, STORM DRAIN		
550-4224	6	EA	FLARED END SECTION 24 IN, STORM DRAIN		
550-4230	1	EA	FLARED END SECTION 30 IN, STORM DRAIN		
550-4242	2	EA	FLARED END SECTION 42 IN, STORM DRAIN		
668-5000	1	EA	JUNCTION BOX		
668-5000	3	EA	DOGHOUSE JUNCTION BOX		
668-2100	5	EA	DROP INLET, WEIR, GP 1		
668-2110	7	LF	DROP INLET, WEIR, GP 1 ADDL DEPTH		
668-8011	5	EA	BICYCLE SAFETY GRATE, TP1 (CHECKERD) (STEWARTS ALLEY)		
603-2018	300	TN	STN DUMPED RIP RAP, TP 3, 18 IN		
636-7000	300	SY	PLASTIC FILTER FABRIC		
643-8200	4000	LF	BARRIER TREE FENCE (ORANGE), 4 FT		
702-0000	100	EA	DAYLILIES (STELLA DE ORA), 1 GAL OR SIMILAR		
700-8000	6	AC	FERTILIZER MIX GRADE		
700-6910	6	AC	PERMANENT GRASSING		
700-9300	250	SY	SOD GRASS		
713-0100	3000	SY	EROSION CONTROL BLANKET - MATTING FOR SLOPES		
999-1000	1	LUMP	MISCELLANEOUS CONSTRUCTION	1	\$50,000.00
TOTAL ESTIMATED COSTRUCTION COST					

**Miscellaneous Construction Cost will only be used at the direct of the project manager. It will not be paid lump sum.

Grand Total \$ _____ (in figures)

\$ _____
(in words)

Printed Name

Title

Signature

Date

COMPANY NAME

** ITEMS ABOVE MAY OR MAY NOT BE REQUIRED

LS – LUMP SUM

SY – SQUARE YARD

CY –CUBIC YARD

LF – LINEAR FOOT

EA – EACH

SF – SQUARE FOOT

GLF – GALLON per LINEAR FOOT

LUMP – LUMP SUM

AC – ACRE

LB – POUND

3. CONTRACT TERMS AND CONDITIONS

3.1 STATEMENT OF WARRANTY

Bidder's Statement of Warranty should include all applicable manufacturers' warranties and the Bidder's warranty in regards to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated. See Section XI of draft contract for warranty requirements.

- 3.2** The successful Bidder will promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the bid Specifications. The Bidder will bear all costs of correcting or replacing such rejected Work.

3.3 GENERAL CONDITIONS

OWNER'S REPRESENTATIVE

PATH Foundation
1601 W. Peachtree Street
Atlanta, Georgia 30309
Jonathan McCaig, Project Manager,
Herein after referred to as the Owner's Representative.

LANDSCAPE ARCHITECT

KAIZEN COLLABRATIVE
1764 Belle Isle Circle, NE
Atlanta, Georgia 30329
404.626.3519
Greta DeMayo, RLA

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the Landscape Architect any status under this Contract other than that of an independent contractor.

3.3.1 REGULATORY REQUIREMENTS

All work shall be done in conformance with the rules and regulations of the local authority having jurisdiction. The Owner's Representative is responsible for obtaining and paying for the building permits. The Contractor is responsible for obtaining and paying for all applicable development fees and permits.

3.3.2 ACCESS TO THE SITE AND USE OF THE PREMISES

- 3.3.2.1 The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing

other construction as part of the project, is shown on the _____ gs.

4.3.2.2 Other areas are off limits to all construction personnel.

4.3.2.3 Storage areas will be available on site.

4.3.2.4 Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project.

4.3.3 PRE-CONSTRUCTION MEETING

3.3.3.1 A pre-construction meeting will be held at a time and place designated by the Project Manager, for the purpose of identifying responsibilities of the Owner's Representative and the Landscape Architect's personnel and explanation of administrative procedures

3.3.3.2 The Contractor shall also use this meeting for the following minimum agenda:

- Construction schedule
- Use of areas of the site
- Delivery and storage
- Safety
- Security
- Cleaning up

3.3.3.3 The Contractor shall also provide at this meeting Subcontractor procedures relating to:

- Submittals
- Change orders
- Applications for payment.
- Record documents

3.3.3.4 Attendees shall include:

- The Primary Design Consultant and any Sub-consultants
- The Contractor and its Superintendent
- Major subcontractors, suppliers, and fabricators
- Others interested in the work

3.3.4 SECURITY PROCEDURES

3.3.4.1 Limit access to the site to persons involved in the work.

3.3.4.2 Provide secure storage for materials for which the Owner has made payment and which are stored on site.

3.3.4.3 Secure completed work as required to prevent loss.

3.3.5 COORDINATION

If necessary, inform each party involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings.

3.3.6 ACCESS TO WORK

The Owner, The PATH Foundation, Landscape Architect, and the Owner's Representative shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

3.3.7 SUBMITTAL PERIOD FOR PRODUCTS AND SUBSTITUTIONS

Substitutions: Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Base Bid. If the Bidder wishes to use items of equipment or materials other than those named in his Base Bid, the Bidder shall apply in writing for the Owner's approval of substitution at least ten (10) days prior to opening of bids, submitting with his request for approval complete descriptive and technical data on the items or item he proposes to furnish. Approved substitutions will be listed in the Addendum issued to all Bidders prior to opening of bids.

3.3.8 MEASUREMENTS AND DIMENSIONS

3.3.8.1 Before ordering material or doing work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at the project site and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the Owner for resolution before proceeding with the Work.

3.3.8.2 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval

by the City before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

- 3.3.8.3** If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; Supplementary Conditions; the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

3.3.9 STORAGE FACILITIES AND WORK AREAS

The Contractor shall cooperate with the Owner in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to his Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move same as and when directed, at his own expense.

3.3.10 IMPROVEMENTS ON PUBLIC PROPERTY

3.3.10.1 The Contractor shall pay all highway fees and for all damages to sidewalks, streets, or other public property, or to public utilities. Contractor shall secure all permits, authorizations, and certificates of inspection or occupancy that may be required by authorities having jurisdiction over the Work. Said certificates shall be delivered to the Owner upon completion of the Work.

3.3.10.2 The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the Owner.

3.3.11 MANUFACTURERS' CERTIFICATIONS

The Owner may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable

specified requirements for the materials or products being furnished.

3.3.12 SAMPLES

The Contractor shall furnish with reasonable promptness all samples as directed by the Owner's Representative for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

3.3.13 AS-BUILT DRAWINGS

The Contractor shall, upon completion of the Work, furnish a marked set of Drawings indicating the field changes, as actually installed and as specified under these sections of the Specifications, and deliver them to the Owner.

3.3.14 MAINTENANCE MANUAL

Contractor shall, prior to completion of Contract, deliver to the Owner's Representative two copies of a manual, assembled and bound, presenting for the Owner's guidance full details for care and maintenance of visible surfaces and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the Owner in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this article.

4. ASSIGNMENT

The contract created by the award to the successful Bidder shall not be sold, not be assigned or transferred, in whole or in part hereof, by the Bidder by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Bidder, or with a business entity which is merged or consolidated with the Bidder or which purchases a majority or controlling interest in the ownership or assets of the Bidder without the prior written consent of the City.

5. NONDISCRIMINATION

Notwithstanding any other provision of the contract, during its performance the Bidder, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Contract does hereby covenant and agree, that:

- 5.1** No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 5.2** In the furnishing of services or materials no person shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, or denied

the benefits of, such activities, or otherwise be subjected to discrimination.

6. PERFORMANCE OF CONTRACT

- 6.1** The City reserves the right to enforce the Bidder's performance in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the resulting contract award. It will be understood that time is of the essence in the Bidder's performance.
- 6.2** The successful Bidder shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.
- 6.3** The Bidder accepts the relationship of trust and confidence established by the award of this solicitation. The Bidder covenants with the City to utilize its best skill, efforts and judgment in furthering the interest of the City; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the City.
- 6.4** All purchases for goods or services are subject to the availability of funds for this Contract.

7. DEFAULT AND TERMINATION

7.1 Termination by City. The Contract resulting from this RFB shall be subject to termination by the City at any time if, in the opinion of the City, the Bidder fails to carry out the Contract provisions of any one or more of the following events:

7.1.1 The default by the Bidder in the performance of any of the terms, covenants or conditions of the Contract, and the failure of the Bidder to remedy, or undertake to remedy with sufficient forces and to the City's reasonable satisfaction. The City shall provide the Bidder with notice of any conditions which violate or endanger the performance of the Contract. If, after such notice, the Bidder fails to remedy such conditions within thirty (30) days or a shorter time period as set forth in any such notice, to the satisfaction of the City, the City may exercise its option in writing to terminate the Contract without further notice to the Bidder and order the Bidder to stop work immediately, vacate the premises, and to cancel ordered products and/or services with no expense to the City.

7.1.2 Bidder files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Bidder and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

7.1.3 Bidder's failure to conduct services according to the approved bid

specifications.

7.1.4 Bidder's failure to keep, perform, or observe any other term or condition of the Contract.

7.1.5 Bidder's performance of the Contract is unreasonably delayed.

7.2 Should the successful Bidder fail to provide the materials or services when ordered, and in accordance with the General Terms and Conditions, Specifications and any other requirements contained herein, the City reserves the right to purchase commodities or services covered by this bid elsewhere if available from an alternate source.

7.3 Termination for Convenience. The City may, at its sole option, terminate the Contract with or without cause at any time upon thirty (30) days written notice by certified mail to the Bidder without prejudice to any other right or remedy it may have.

8. FORCE MAJEURE

Neither party shall be held to be in breach of the Contract resulting from this RFB because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

9. WAIVER

The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

11. INVOICES

Invoices and/or statements should not be faxed but signed originals must be emailed or mailed directly to:

PATH Foundation
1601 West Peachtree Street
Atlanta, Georgia 30309
jonathan@pathfoundation.org
(404) 875-7284

The following information must appear on all invoices submitted:

- Name and address of the successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating the applicable period of time;
- City's Purchase Order Number and Bid Package number; and
- Signature of authorized Bidder's Project Manager certifying the accuracy of the quantities presented for payment.

Invoices shall be based upon actual services rendered, actual work performance and/or products delivered.

12. PAYMENT

Payment shall be tendered to the successful Bidder upon acceptance and approval by the PATH Foundation for satisfactory compliance with the general terms, conditions and specifications of the bid; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

12.1 **Application for Payment is due on or before 25th day of the month.** The Contractor shall submit an application for payment for work completed during one calendar month ending on the 25th. If application is after the 25th, payment will be paid the following month. Original invoice(s) can be emailed or mailed to:

Jonathan@Pathfoundation.org

or:

PATH Foundation
1601 West Peachtree Street
Atlanta, Georgia 30309

The amount of **Retainage Schedule** shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;
2. When fifty (50%) percent of the contract value, as described above, becomes due and the manner of completion of the contract work and its progress, quality, schedule are reasonably satisfactory to PATH, and there are no outstanding claims by the Contractor, Subcontractors or material suppliers, the withholding of retainage shall be discontinued.

3. If after discontinuing the retention, PATH determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. When the Work is substantially complete (operational or beneficial occupancy) and PATH determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by PATH, shall be withheld until such items are completed.

4. This Contract is governed by O.C.G.A. § 13-10-2-80, which requires that the Contractor, within ten (10) days of receipt of retainage from PATH, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, PATH, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment. Within sixty (60) days after the Work is fully completed and accepted by PATH, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to PATH.

EXHIBIT A

REQUIRED SUBMITTAL FORMS

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
 - 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
 - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5—A corporation
 - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
 - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
 - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10—A common trust fund operated by a bank under section 584(a)
 - 11—A financial institution
 - 12—A middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: sparr@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

4.2 NON-CONFLICT OF INTEREST

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Bidder certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for City, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for bid.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

4.3 CORPORATE CERTIFICATE

I, _____, certify that I am the _____
(title) of the Corporation named as Bidder herein, same being organized and incorporated to do
business under the laws of the State of _____; that
_____ who executed this Bid on behalf of the Bidder was, then and
there, _____(title) and that said Bid was duly signed by said officer
for and on behalf of said corporation, pursuant to the authority of its governing body and within
the scope of its corporate powers.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

Partnership, LLC and other entities:

I, _____, certify that I am authorized to sign
to commit _____ named a Bidder in the foregoing Bid. That
said company is formed under the laws of the State of _____.

This ____ day of _____, 20____.

(Printed Name)

(Signature)

4.4 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, (1) certify that:

1. I am the _____ (2) of _____, (3) (hereinafter “Venturer”);
2. Venturer is a partner and participation in the joint venture having submitted the Request for Bid or Request for Proposal No. _____ for _____ (insert Project Name);
3. Venturer is organized and incorporated to do business under the laws of the State of _____; and
4. Said Request for Bid or Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

4.5 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Olde Town Conyers Trail-Phase E Construction for City of Conyers, Georgia
Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

4.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 P A T H F o u n d a t i o n / City of Conyers 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such 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 Contractor

Name of Project: OLDE TOWN CONYERS TRAIL –PHASE E,

City of Conyers
Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

4.7 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the City / PATH Foundation requirement for Olde Town Conyers Trail Construction for Conyers, Georgia pertaining to insurance and/or bonding.

Bidder understands that it is required to share the **City of Conyers** and the **PATH Foundation** must be named on insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Bidder understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and more than ten (10) days of the date Bidder receives a final contract from the City/ PATH Foundation may result in the forfeiture of the bid guarantee submitted with its bid and/or the disqualification of Bidder from further consideration for the contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to insurance and/or bonding contained in the contract.

Date: _____, 20__.

Corporate Bidder

Name: _____
Title: _____

Non-Corporate Bidder

Name: _____
Title: _____

Notary Public (Seal)
My Commission Expires: _____

Notary Public (Seal)
My Commission Expires: _____

4.8 ACKNOWLEDGEMENT OF BIDDER

STATE OF GEORGIA
PATH FOUNDATION

BEFORE ME, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this Bid, that this company, corporation, firm, partnership or individual has not prepared its bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Bid.

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ day
of _____ 20____.

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY BIDDER'S RESPONSE)

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the PATH Foundation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the PATH Foundation to accept or reject this proposal at any time within fifty (50) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1____2____3____4____5____. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the ____ day of _____, 20_____.

The bidder(s) whose signature(s) appear on this document, having personally appeared me, and being duly sworn, deposes and says that the above statements are true and correct.

(Print Company Name Here)
By _____(Seal)
Corporate President/Vice President or individual Owner or Partner (Strike through all except the one which applies.)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Joint Bidder:

(Name of Notary Public Here)

(Print Company Name Here)
By _____(Seal)
Corporate President/Vice President or individual Owner or Partner (Strike through all except the one which applies.)

My Commission expires the _____ day of _____, 20_____.

Joint Bidder:

(Federal ID No./IRS No.)

(Print Company Name Here)
By _____(Seal)
Corporate President/Vice President or or individual Owner or Partner (Strike through all except the one which applies.)

4.9 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime bidder and each proposed subcontractor using a separate Reference and Release Form for each. (Please make copies as necessary and submit with the Bid.) Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the RFB.

Company Name	Contract Period (Including Completion Date)
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	
Company Name	Contract Period (Including Completion Date)
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	
Company Name	Contract Period (Including Completion Date)
Contact Person Name and Title	Telephone Number (include area code)
Email Address	
Project Name	

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the RFB.

Company Name _____ Bidder Subcontractor

Authorized Signature _____

Title _____

Date _____

4.10 SUBCONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed subcontractors who will be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses will be hired or awarded subcontracts for the indicated portions of the work in the event that the Bidder is awarded a Contract.

Please list all proposed Subcontractors below:

1. TYPE OF WORK:

Name

Street Address

City

State

Zip

2. TYPE OF WORK:

Name

Street Address

City

State

Zip

APPENDIX A: BONDING AND INSURANCE REQUIREMENTS

A. BONDING

1. **BID BOND:** Bidders shall post a bid bond, certified check or money order made payable to the City in the amount of five percent (5%) of the bid price.
2. Whenever a bond is provided, it shall be executed by a Surety licensed to write surety insurance in the State of Georgia.
3. **LABOR MATERIAL BOND/ PERFORMANCE BOND/ PAYMENT BOND:** Bidder shall give a Labor Material Bond, Contract Performance bond and a Payment bond of one hundred percent (100%) of the bid price, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of the resulting Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The life of these bonds shall extend through the life of the Contract including a sixty (60) day maintenance period (where applicable) and a twelve month (12) guarantee period after the completion of Work performed under the resulting Contract.
4. It is further agreed between the parties hereto that if at any time after the execution of the Contract and the surety bonds, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the City to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City.

B. INSURANCE

INDEMNIFICATION

Bidder shall agree to indemnify, defend, save and otherwise hold harmless City of Conyers and the PATH Foundation, Atlanta Georgia its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, and volunteers against and/or from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs, attorneys' fees and any other costs associated and/or related in any way to any claim or litigation for or on account of any property damage, injury or death to any person or action related to such brought by any person and/or estate which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract, except to the extent that such loss results from the sole negligent act of City of Conyers or the PATH Foundation, Atlanta Georgia. This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Agreement and continue for a period of two years after termination thereof. The successful Bidder shall

agree to protect City of Conyers or the PATH Foundation, Atlanta Georgia from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Bidder. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Bidder will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Bidder shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of City of Conyers or the PATH Foundation, Atlanta Georgia, *its departments, all elected and appointed officials, to include, but not limited to, its commissioners, directors, officers, agents, boards, volunteers and employees* for losses arising or alleged to have arisen out of any work performed in relation to the contract.

Bidder shall procure and maintain, until all of their obligations including any warranty periods under the Contract have been satisfied or otherwise discharged, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Bidder, Bidder's agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City of Conyers or the PATH Foundation, Atlanta Georgia in no way warrants that the minimum limits contained herein to be sufficient to protect the Bidder from liabilities that might arise out of the performance of the work under the contract by the Bidder, its agents, representatives, employees or subcontractors. Bidder is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE (Bidder shall provide coverage with limits of liability not less than those stated below.)

1. Commercial General Liability:

Commercial General Liability -- Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than:

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include **“City of Conyers and the PATH Foundation, Atlanta Georgia, its appointed and elected Officials, departments,**

agencies, boards, commissions, officers, agents, employees and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Bidder.”

2. Automobile Liability:

Bodily Injury and Property Damage for any owned, hired, rented, leased and/or non-owned vehicles used in the performance of the Contract with limits no less than:

Per Accident \$500,000

The policy shall be endorsed to include **“City of Conyers and the PATH Foundation, Atlanta Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Bidder.”**

3. Workers’ Compensation and Employer’s Liability:

Bidder shall carry statutory limits of Workers Compensation coverage if they have three or more employees. If non-applicable, no coverage is required.

Workers’ Compensation Insurance in compliance with the applicable Workers’ Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes and Employer’s Liability Insurance, with limits of liability of not less than **\$500,000** per accident for bodily injury or disease.

Policy shall contain a waiver of subrogation in favor of **“City of Conyers and the PATH Foundation, Atlanta Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, officers, agents, employees and volunteers for losses arising from work performed by or on behalf of the Bidder.”**

4. Additional Insurance Requirements:

- a. The Bidder’s insurance coverage shall be primary insurance with respect to all other available sources.
- b. The Bidder may meet the insurance limits set forth herein with any combination of primary and Umbrella/Excess liability insurance.
- c. Additional Insured and Waiver of Subrogation endorsements shall be worded and supplied as listed under each line of coverage.

The Certificate Holder shall be:

City of Conyers,
1124 VAUGHN STREET, Conyers, Georgia 30312.
and
PATH FOUNDATION
1601 West Peachtree Street
Atlanta, Georgia 30309

Emailed to:

jonathan@pathfoundation.org

Cancellation Notice: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to City. Such notice shall be sent by certified mail, return receipt requested directly to City of Conyers, 1124 VAUGHN STREET, Conyers, Georgia 30312.

5. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Georgia with an “A.M. Best” rating of not less than A- VII. City of Conyers and the PATH Foundation in no way warrants that the above-required minimum insurer rating is sufficient to protect the Bidder from potential insurer insolvency.
6. **Verification of Coverage:** Bidder shall furnish City of Conyers and the PATH Foundation with certificates of insurance as required by the Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates of insurance and endorsements are to be received and approved by City of Conyers and the PATH Foundation before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under the contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Contract, or to provide evidence of renewal, is a material breach of contract.

**The successful Bidder will supply the Certificate of Insurance with their signed agreements Emailed to:
jonathan@pathfoundation.org**

7. **Insurance Approval:** Any modification or variation from the *insurance requirements* in the contract shall be made by City of Conyers the PATH Foundation whose decision shall be final. Such action may or may not require a formal Contract amendment, *or may* be made by administrative action.

City of Conyers the PATH Foundation contacts all listed Brokers and/or Insurance Carriers to verify coverages and endorsements. Any mistakes on the Certificate of Insurance and/or Endorsements may be addressed at such time as well.

8. **SubContractor:** It is the sole responsibility of the general Bidder to ensure all subcontractors working under the general Bidder have separately procured any and all types and limits of insurance that is required under any and all pertinent local, state, federal, ordinances or resolutions that is suitable for the particular trade that the sub-Bidder is performing. It is also the sole responsibility of the general and/or prime Bidder to ensure any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name “City of Conyers and the PATH Foundation, Atlanta GA, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers” as additional insureds.

BID BOND, page 1 of 2

Five Percent (5%) of **Bid**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **Contractor**, and

_____, as **Surety**, are hereby held and firmly bound unto CONYERS, GEORGIA, as **City**, in the penal sum of Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20 .

The condition of the above obligation is such that whereas the **Contractor** has submitted to CITY OF CONYERS, GEORGIA a certain **Bid** attached hereto and hereby made a part hereof to enter into a contract in writing for the following work:

Furnish all labor, materials and equipment for the construction of the Olde Town Conyers Trail- Phase E, in the City of Conyers.

NOW, THEREFORE,

- (a) If said **Bid** shall be rejected or in the alternate,
- (b) If said **Bid** shall be accepted and the **Contractor** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said **Bid**) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said **Bid**, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the **Surety** for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The **Surety**, for value received, hereby stipulates and agrees that the obligations of said **Surety** and its bond shall be in no way impaired or affected by any extension of the time within which the **City** may accept such **Bids**, and said **Surety** does hereby waive notice of any such extension.

BID BOND, page 2 of 2

IN WITNESS WHEREOF, the **Contractor** and the **Surety** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(SEAL)

Contractor

By:

(SEAL)

Surety

By:

Georgia Representative

100% LABOR AND MATERIAL PAYMENT BOND

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called **Surety**, are held and firmly bound unto CITY OF CONYERS, GEORGIA, as obligee, hereinafter called **City**, in the amount of _____ Dollars And _____ Cents (\$ _____) for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract, dated the day of _____, 20____, with the Obligee for the construction of the **Olde Town Conyers Trail-Phase E**, which Contract is by reference made a part hereof.

In accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be null and void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

Unless claimant, other than one having a direct contract with the Contractor, shall have

given

100% LABOR AND MATERIAL PAYMENT BOND
Page 2 of 2

written notice to any two of the following: the Contractor, the City, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, the City, or the Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

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

Signed and sealed this ____ day of _____, 20__.

Contractor

By: _____ (Seal)

Witness

Surety

By: _____ (Seal)

Witness

Georgia Representative

This bond is issued simultaneously with Performance Bond in favor of the City.

100% PERFORMANCE BOND

1 of 2

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as Principal, and _____,
as Surety, are held and firmly bound unto City of Conyers, Georgia, hereinafter called the
Obligee, in the sum of _____
Dollars (\$_____), for the payment of which sum, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

The condition of this obligation is that Principal has entered into a certain written
Contract dated the _____ day of _____, 20____, with Obligee, a
copy of which Contract is attached hereto and incorporated herein by reference.

If Principal shall indemnify Obligee against any pecuniary loss resulting from the
breach of any of the terms, covenants, and conditions of such Contract to be performed by
Principal and to faithfully account for all funds received by the Principal pursuant to said
Contract, then this obligation shall be null and void; otherwise, it shall remain in full force
and effect subject to the following conditions. This obligation shall run continuously and
shall remain in full force and effect until and unless the Bond is terminated as provided
herein or as otherwise provided by law. This Bond covers the original Contract and all
duly authorized modifications of said Contract that may hereafter be made. Any deviations
from, or additions to, or modifications in the obligations of the original Contract may be
made without the consent or knowledge of Surety and without in any way releasing Surety
from liability under this Bond, except that no change will be made which increases the total
Contract Price more than twenty percent in excess of the original Contract Price without
notice to the Surety.

The business for the transaction of this Bond shall be deemed to have taken place in City of Conyers, Georgia, and if any action or proceeding is initiated in connection with this Bond and any of its obligations arising hereunder, the venue thereof shall be the Courts of the City of Conyers, State of Georgia.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

This Bond shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and legal representatives.

This Bond shall be construed in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq.

IN WITNESS WHEREOF, Principal and Surety have executed this Bond at Decatur, Georgia, this _____ day of _____, 20__.

ATTEST: _____ (SEAL)
Principal

By: _____

Typed Name and Title

WITNESS: _____ (SEAL)
Surety

By: _____

Typed Name and Title

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____ (hereinafter called the Principal), as Principal,
and _____, a corporation of the State of
_____; with its principal office in the City of _____, (hereinafter
called the Surety), as Surety, are held and firmly bound unto City of Conyers, GEORGIA
(hereinafter called the Obligee), for the use and protection of all Subcontractors and all
persons supplying labor, machinery, materials, and equipment in the prosecution of the
Work provided for in the Contract hereinafter referred to in the full and just sum of _____
_____ Dollars (\$ _____
), to the payment of which sum, well and truly to be made, the Principal and Surety bind
themselves, their, and each of their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract, dated the
day of _____, 20____, with the Obligee for the construction of the **Olde
Town Conyers Trail-Phase E**, which Contract is by reference made a part hereof.

In accordance with drawings and specifications, which contract is by reference made a part
hereof, and is hereafter referred to as the Contract.

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

ALL persons who have furnished labor, material, machinery or equipment for use in the
performance of said Contract shall have a direct right of action on this Bond, provided
payment has not been made in full within ninety (90) days after the last day on which labor

was performed, materials, machinery, and equipment furnished or the subcontract completed, as provided in O.C.G.A. §36-82-104.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor or material having a direct contractual relationship with a Subcontractor, but no contractual relationship express or implied with Principal, unless such person shall have given written notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

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

Signed, Sealed and Dated this _____ day of _____, 20____.

ATTEST: _____ (SEAL)
Principal

_____ By: _____

WITNESS: _____ (SEAL)
Surety

_____ By: _____

Attachment A
Olde Town Conyers Trail –Phase E Construction
for the City of Conyers, Georgia

PROJECT SPECIFIC SPECIAL PROVISIONS

Included as a part of the RFB and attached are as follows:

Section 534 – Pedestrian Bridge

Section 900 – Bollards

Section 636 – Highway Signage

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

CITY

Section 534—Pedestrian Bridge

Add the following:

534.1 General Description

This Specification covers the design, materials, fabrication, transportation, erection, measurement, and payment for a Pedestrian Bridge complete in place.

534.1.01 Definitions

The Pedestrian Bridge is that portion of the bridge above the top of the cap, excluding cheek walls, and consists of a simply supported, open top, steel through-truss span that is compatible with the bridge substructure. The Pedestrian Bridge includes, but is not limited to, helical piers, anchor bolts, bearing assemblies, concrete abutments, retaining walls, concrete walkways, and pedestrian and bicycle railing.

534.1.02 Related References

A. Standard Specifications

- Section 105—Control of Work
- Section 106—Control of Materials
- Section 500—Concrete Structures
- Section 501—Steel Structures
- Section 511—Reinforcement Steel

B. Referenced Documents

- AASHTO Standard Specifications for Highway Bridges, 34th Edition, 2014 as indicated on the Plans.
- AASHTO LRFD Specifications for Design of Pedestrian Bridges, 2nd Edition
- AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 7th Edition
- American Institute of Steel Construction (AISC), Manual of Steel Construction, 13th Edition.

534.1.03 Submittals

A. Plans

Submit plans, calculations, and specifications to the Engineer for approval prior to beginning fabrication and construction. Sign and seal plans, calculations, and specifications by a registered professional engineer currently licensed to practice in the State of Georgia.

B. Contractor and Fabricator Qualifications

Contractor Must Have a Minimum five (5) years experience in Steel Bridge Fabrication and a minimum of five (5) successful bridge projects, of similar construction, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.

Bridge(s) shall be fabricated by a fabricator who is currently certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for the category “Major Steel Bridges” as set forth in the AISC Certification Program. Quality control shall be in accordance with procedures outlined for AISC certification.

534.2 Design Criteria

A. Geometry

Provide the following:

1. Inside clear width between handrails of 12' - 0" (3.6m), as shown on the Plans.
2. The length as shown on the Plans.

B. Loading

Include the following loads in the design:

Self weight.

Uniformly distributed load of 85 pounds per square foot (4.07 kN/m²).

A moving concentrated load equal to AASHTO H-5 (M2.3) loading; truck only, without impact.

534.3 Materials

A. Structural Steel

Use unpainted structural steel.

Fabricate structural steel in accordance with ASTM A 709 Grade 50W (A 709M Grade 345) for plates and structural shapes, and ASTM A 606 (A 606M) or ASTM A 847 (A 847M) for tubular sections.

Minimum yield strength is equal to or greater than 50,000 psi (345 MPa).

The minimum material thickness for structural steel members shall be in accordance with the provisions of Article 10.8 of the AASHTO Standard Specification for Highway Bridges except that the minimum material thickness of closed structural tubular members is 1/4 inch (6 mm).

B. Concrete

Use Class A concrete placed in accordance with the Plans. (3500 psi @ 28days)

All exposed concrete faces shall have an Ashlar Form Liner Finish.

C. Composite Steel Floor Deck

Use a galvanized steel composite floor deck with a minimum thickness of .0336 inch (.85mm) (22 gage). Manufacture the composite floor deck by a member of the Steel Deck Institute.

D. Bolts

Bolt field splices with type 3 High Strength ASTM A 325 (A 325M) or ASTM A 490 (A 490M) bolts.

E. Accessories

1. Railing

Use railings with a smooth outside surface without protrusions and depressions. Attach railing forty two (42) inches (1067 mm) above the floor deck in accordance with the AASHTO Specifications. Grind-smooth the ends of all angles that are provided as part of the railing assembly. Use only tubes with closed ends.

2. Toe Plate

Attach a five (5) inch (125 mm) steel channel two (2) inches (50 mm) above the floor deck.

534.4 Construction Requirements

534.4.01 Personnel

General Provisions 101 through 150.

534.4.02 Equipment

General Provisions 101 through 150.

534.4.03 Preparation

General Provisions 101 through 150.

534.4.04 Fabrication

A. Fabrication

1. Workmanship

Perform the fabrication, welding, shop connections, and workmanship in accordance with Section 501 of the Georgia D.O.T. Specifications.

2. Welding

Perform all field welding by certified welders that have in their possession a current welding certification card issued by the Georgia D.O.T. Office of Materials and Research and in accordance with section 501 of the Georgia D.O.T. Specifications.

3. Camber

Fabricate each truss to produce a 1.0% positive camber after all dead loads have been applied.

4. Finish

Sand blast all prominently exposed surfaces of weathering steel in accordance with the Steel Structures Painting Council (SSPC) Surface Preparation Specification No. 6 "Commercial Blast Cleaning".

B. Delivery and Erection

1. Notify the Project Engineer two weeks in advance of delivery of the bridge superstructure unit.

2. Install anchor bolts in accordance with the manufacturer's recommendations.

534.4.05 Quality Assurance

Furnish a warranty against defects in material and workmanship for a period of ten (10) years from the manufacturer.

534.4.06 Contractor Warranty and Maintenance

General Provisions 101 through 150.

534.5 Measurement

This work will be measured for payment on a Lump Sum basis, complete and accepted in place.

534.5.01 Limits

General Provisions 101 through 150.

534.6 Payment

This work will be paid for at the Contract Price per pedestrian bridge complete in place. Payment includes all material (helical piers, structural steel, high strength bolts, composite steel deck forms, concrete, bearing assemblies, anchor bolts, and lights), labor, and equipment necessary to complete the work.

Payment will be made under:

Item No. 534	Pedestrian Bridge	Lump Sum
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534.6.01 Adjustments

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**SECTION 900 – BOLLARDS
CONNECTS BOLLARDS**

900.1 General Description

Add the following:

Bollards:

This work consists of the construction and installation of bollards. The bollards will be constructed of steel tubular pipe walls, concrete footing, rebar installation and a sand cushion.

Contractor shall install bollards according to the Specifications and Details shown on the Plans, or as directed by the Engineer.

Requirements

1. Bollards shall be constructed of ¼ inch x 6 in x 6 in tube steel meeting AASHTO M 36M Standards with tube cap. See plans for specifications.
2. Prime Coating: When prime coating is specified, use a tneimic prime coat.
3. Bollard Paint: Bollards shall be painted using 2 coats of black tneimic paint. See plans for specifications.
4. Signs: Bollards shall contain black and yellows on the front and back of each bollard meeting MUTCD standards.

B. Concrete

Concrete used in construction of bollard to meet specifications in Section 500 of the Standard Specifications and shall be Class “A”.

900.3.05 Construction

A. Construction of bollard should proceed as follows:

1. Excavate a 24” diameter hole from the top of the finished grade down 4’-3”.
2. Insert hollow steel pipe into the previously excavated hole such that the bottom of the pipe is 3” from the bottom of the hole. This pipe will have had a 12” long piece of #4 rebar inserted through the walls of the pipe, 4” from the bottom of the pipe. Ensure pipe is placed vertically and maintains a vertical position throughout construction.
3. Fill hole to within 7” of finished grade with Class “A” Concrete and allow to cure.
4. Lightly tamp 2” of sand onto the cured concrete and construct sidewalk on top of the bollard footing. Sidewalk construction will be paid for separately.
5. Fill steel pipe with Class “A” Concrete to the top and smooth concrete to form a cap.

900.4 Measurement

Bollards are measured for payment by the number in place completed and accepted. Concrete trail surrounding completed bollard will be measured and paid for separately.

900.5 Payment

Bollards measured for payment will be paid for per each. Payment is full compensation for furnishing and erecting the Item complete in place according to the Plans and Specifications, and for providing materials and concrete, excavating, backfilling, and disposal of surplus materials.

Payment will be made under:

Item No. 900	Bollards	Per Each
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**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

SECTION 636 – HIGHWAY SIGNAGE

Add the following:

900.2 General Description

This work includes fabricating and installing Connects signs according to the details on the Plans and the Manual on Uniform Traffic Control Devices.

Add the following:

Install signage according to the details shown on the Plans and Standard Specifications or as directed by the Engineer.

Requirements:

Use material that meets the requirements of these Specifications and is of the type specified according to the plans.

Specification and Fabrication:

1. Use 080 Aluminum,
2. Apply messages on sign blanks using digital print with laminated black vinyl backing.
3. All signs should contain a black border 1/4 inch wide, 1/4 inch from edge
4. Corner should meet #140 radius

Bolts and Assembly

Follow GDOT Specification 910 as written.

Payment will be made under

Item No. 636-1041	SIGNAGE	SF
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**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

SECTION 636 – WOOD POST

Add the following:

General Description

This work includes fabricating and installing Connects Wood Sign Post according to the details on the Plans and the Manual on Uniform Traffic Control Devices.

Add the following:

Install signage according to the details shown on the Plans and Standard Specifications or as directed by the Engineer.

Requirements:

Use material that meets the requirements of these Specifications and is of the type specified according to the plans.

Specification and Fabrication:

5. Use 1/4" U Shaped Aluminum Plate Banding Cap meeting ASTM B 221 (B 221M), Alloy 6063-T6
6. Use 1/4" L Shaped Aluminum Plate Decorative Banding Base meeting ASTM B 221 (B 221M), Alloy 6063-T6
7. See Construction Details

Bolts and Assembly

Follow GDOT Specification 636, 911 as written.

Payment will be made under

Item No. 636-	CONYERS IDENTIFICATION SIGN	EA
Item No. 636-	CONYERS KIOSK SIGN	EA
Item No. 636-	CONYERS REGULATORY SIGN	EA
Item No. 636-	CONYERS MILE POST	EA