



SANDY SPRINGS™
GEORGIA

INVITATION TO BID #21-006

Hammond Drive Building Demolition

Pre-Bid:

August 18, 2020, 2:00 P.M. EDT

WEBEX

+1-650-215-5226 United States Toll

Access code: 163 453 3325

Bid Due Date:

September 10, 2020, 2:00 p.m. EDT

WEBEX

+1-650-215-5226 United States Toll

Access code: 163 438 7714

Bids shall only be accepted online through the Bonfire Portal at:

<https://sandysprings.bonfirehub.com/projects/view/30376>

Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

GENERAL INFORMATION:

The Contractor shall provide the necessary machinery, tools, apparatus, other means of demolition, and all materials and labor specified in the Contract Documents or as necessary to perform the demolition of 11 buildings on Hammond Drive in Sandy Springs, Fulton County, Georgia per the attached permitted demolition plans.

- 1.** All communications regarding this solicitation must be with the assigned Senior Procurement Specialist, Jason Frazee, purchasing@sandyspringsga.gov.
- 2.** All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/30376>. Questions are due **no later than August 28, 2020, 5:00 p.m.** EDT. Questions received after this date and time may not be answered.
- 3.** Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to

this solicitation will be posted on Bonfire website at and it is the Offeror's responsibility to <https://sandysprings.bonfirehub.com/projects/view/30376> check the Bonfire portal for any addendum or other communications related to this solicitation.

4. The form of contract ("Model Contract") the City intends to execute with the selected contractor is included for your review.
5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
6. The City of Sandy Springs is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

TERMS & CONDITIONS

1. All applicable Federal and State of Georgia laws and City of Sandy Springs ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.
2. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
3. No bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
4. The City shall be able to request of an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.
5. From the date this ITB is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this solicitation, except at the direction of, Jason Frazee, Procurement Agent, in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:
Jason Frazee
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Email: purchasing@sandyspringsga.gov
6. While the City has every intention to make an award as a result of this solicitation, issuance of the ITB in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- a. Cancel or terminate this ITB at any time. A notice of cancellation will be issued. If the ITB is cancelled, the City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;
- b. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;
- c. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this ITB which would not have significant impact on any Proposal;
- d. Make partial award or no award if it is in the best interest of the City to do so; and
- e. Terminate any contract if the City determines adequate funds are not available.

DEFINITIONS

SSPWD: Sandy Springs Public Works Department

GDOT: Georgia Department of Transportation

ADA: Americans with Disabilities Act. The federal act that gives civil rights protections to the disabled similar to those provided to individuals based on race, color, sex, national origin, age and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

CONTRACT DOCUMENTS: Contract Agreement, General Conditions, Appendices, Special Provisions, Technical Specifications, Drawings and Plans, Bidding Documents, Exhibits

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

OWNER: City of Sandy Springs

Contractor: The Prime Contractor for the Construction

CITY OF SANDY SPRINGS

INVITATION TO BID

#21-006

Hammond Drive

Demolition

All bidders must comply with all general and special requirements of the bid information and instructions herein. Deadline for questions from prospective contractors is **August 28, 2020, 5:00 p.m.** Questions received after this date and time may not be answered.

Bid packages are available on Bonfire:
<https://sandysprings.bonfirehub.com/projects/view/30376>

and also may be downloaded from the DOAS website (www.doas.georgia.gov). All questions should be forwarded in writing to Jason Frazee at purchasing@sandyspringsga.gov. Please refer to **ITB #21-006 Hammond Drive Demolition** when requesting information. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

The selected contractor shall be able to start work within ten (10) calendar days after the "Notice to Proceed" is issued. The time of completion for the project is **ninety (90) calendar days** from the date of the "Notice to Proceed." Section 108.08 of the State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems (current edition) shall be applied.

BID FORM
(Bidder to sign and return)

**TO: PURCHASING MANAGER
CITY OF SANDY SPRINGS
SANDY SPRINGS, GEORGIA 30350**

Ladies and Gentlemen:

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

ITB #21-006 Hammond Drive Demolition

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

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

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

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

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment Ten (10) days from the issuance of Notice to Proceed (NTP).

The Bidder will be required to sign a "Notice of Intent" (NOI) as the "operator" prior to beginning construction. The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMP's) throughout the term of the project. Upon completion and prior to final payment the Bidder will be required to sign a "Notice of Termination (NOT) upon final approval by COSS.

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

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:
Signed, sealed, and dated this _____ day of _____

Bidder _____
Company Name

Seal

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

BIDDING INSTRUCTIONS

Failure to submit the following bid documents may result in the bid being deemed non-responsive and the bid shall be rejected:

City Bid Form
City Qualification Signature and Certification Form
Reference Form
Bid Schedule
Bid Price Certification
Everify Affidavit under O.C.G.A. 13-10-91(b)(1)
Addenda Acknowledgment
Bid Bond

Upon award of contract the following items shall also be submitted:

Certification of Sponsor Drug Free Workplace
Georgia Security Immigration Compliance Act Affidavit
Certificate of Insurance
Notice to Contractors Compliance with Electrical Safety Provisions
Affidavit verifying Status for City Public Benefit Application
Corporate Certificate
Performance and Payment Bonds

QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Bidder to sign and return)

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

Authorized Signature _____ Date _____

Print/Type Name _____

Email Address _____

Print/Type Company Name Here _____

REQUEST FOR REFERENCES
INVITATION TO BID #21-006 Hammond Drive Demolition

All references must be from customers for whom your company has provided projects completed in the **last five years of similar scope and services** as the specifications of Invitation to Bid #21-006 Hammond Drive Demolition

References for: _____

(Company Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

2. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

TOTAL BID PRICE CERTIFICATION

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

TOTAL BID PRICE: _____

TOTAL BID PRICE IN WORDS: _____

COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINT / TYPE NAME: _____

ATTACHMENT A

Sample Model Contract



AGREEMENT

This Agreement ("Agreement") is made as of execution date by the City and between _____ ("Contractor"), located at _____ and the City of Sandy Springs, Georgia ("Sandy Springs").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of performing demolition work of 11 buildings on Hammond Drive; and

WHEREAS, Sandy Springs has a need to acquire pavement marking described in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A ("Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the Services from Contractor;

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

1. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference ("Project"). Contractor

agrees to perform the Services at the direction of the project manager or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

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

4. **Term.**

This Agreement shall become effective as of the date of contract execution. The term of this Contract shall be for five (5) performance years, with one (1) base year and four (4) one-year renewal options contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Contract shall terminate at the close of each calendar year, but will automatically renew absent any positive action by the City.

5. Extension of Contract Time

a. If the basis exists for an extension of time, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month. If weather conditions are the basis for the claim for additional time, such claims shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not be reasonably anticipated, and had an adverse effect on the scheduled demolition.

6. Standard Baseline for Average Climatic Range

a. The City has reviewed weather data available from the weather-us.com website and determined a Standard Baseline of average climatic range for Atlanta, Ga.

b. Standard Baseline is defined as the normal number of calendar days for each month during which demolition activity exposed to weather conditions is expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the Work and is not eligible for extension of Contract Time.

c. Standard Baseline is as flows:

www.weather-us.com

A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the contractor's scheduled work day and critical path construction activities were included in the day's schedule, including a weekend day or holiday if Contractor has scheduled construction activity that day.

d. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that "dry-out" or "mud" days are not eligible to be counted as Weather Delay Day until the standard baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended.

7. Liquidated Damages:

a. The City and Contractor recognize that time is of the essence here and the City may suffer financial loss if the Work is not complete within the time specified above, plus any extensions thereof allowed. If the Contractor fails to perform the Work within the specified time set forth in the Contract Documents as adjusted pursuant to this Article, the City and Contractor agree that as liquidated damages, and not as a penalty, for delay in performance the Contractor shall pay the City in the amount stipulated below for each and every calendar day that expires after one (1) week where the Work is not complete and ready for Final Payment, (could say inspection here instead of payment) the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or the Surety. The City has the option to enforce liquidated damages or to waive such damages.

b. The liquidated damages herein specified shall only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the City for additional personnel efforts in administering the Contract after normally scheduled completions dates, the City's inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time.

c. Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this Contract, the Contractor agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the City for extra costs which the City may become obligated to pay on other contracts which are delayed or extended because of Contractor's failure to complete the Work within the time period as specified herein, including costs associated with the delay or interference with the Project. Liquidated damages are not intended to include litigation costs or attorney fees incurred by the City, or other incidental or consequential damages suffered by the City due to the Contractor's performance. If the City charges liquidated damages to the Contractor, this shall not preclude the City from commencing an action against the Contractor for other actual harm resulting from the Contractor's performance, including but not limited to, costs associated with the delay or interference with the Project.

d. In order to recover liquidated damages, the City is under no obligation to prove the actual damages sustained by the City due to the Contractor's delay in performance. The parties agree that liquidated damages shall be computed according to the following schedule, based upon the Contract Price, inclusive of any applicable changes thereto, for each and every day that completion of the Work shall be delayed: \$500.00 per day.

8. Termination.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

d. This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

9. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

10. Standard of Performance and Compliance with Applicable Laws In the Service Agreement.

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as in necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in the Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964, attached hereto as Exhibit H and incorporated herein.

11. Conflicts of Interest.

Contractor warrants and represents that:

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

12. Proprietary Information; Non-Solicitation.

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

13. Insurance and Indemnification.

Contractor shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the Performance of the Agreement.

14. Non-Discrimination.

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. Assignment.

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

16. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Sandy Springs:

Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copy to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to Contractor:

With copy to:

17. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this Agreement.

18. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

19. Disputes.

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

20. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

21. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

22. Heading.

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

23. Interpretation of Exhibits and Exclusion of External References.

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

24. Copyright, Trademark and Patent Indemnification.

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, trademark and patent indemnification shall survive the termination, cancellation or expiration of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

4. CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney

CONTRACTOR NAME

By: _____
Name: _____
Title: _____

Date of Execution

ATTEST:

By: _____
Secretary

(SEAL)

Witness

EXHIBITS

- EXHIBIT A** Scope of Services and/or Contractor Proposal
- EXHIBIT B** Bid Schedule
- EXHIBIT C** Certification of Contractor – Georgia Security and Immigration Compliance Act
- EXHIBIT D** Certification of Sponsor Drug-Free Workplace
- EXHIBIT E** Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT F** Contractor Affidavit under O.C.G.A § 13-10-91(b) (1)
- EXHIBIT G** Insurance Requirements
- EXHIBIT H** Special Provisions
- EXHIBIT I** Notice to Contractors Compliance with Electrical Safety Provisions
- EXHIBIT J** Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT K** Contractor and Subcontractors Affidavit Under O.C.G.A § 13-10-91(b)(1)
- EXHIBIT L** Corporate Certificate
- EXHIBIT M** Addendums
- EXHIBIT N** Subcontractors
- EXHIBIT O** Bonds

EXHIBIT A

SCOPE OF SERVICES

The contractor shall provide the necessary machinery, tools, apparatus, other means of demolition, and all materials and labor specified in the Contract Documents or as necessary to perform the demolition of the following 11 residential properties per the attached permitted demolition plans:

- 360 Hammond Drive
- 390 Hammond Drive
- 446 Hammond Drive
- 524 Hammond Drive
- 600 Hammond Drive
- 630 Hammond Drive
- 640 Hammond Drive
- 660 Hammond Drive
- 6038 Harleston Road
- 6017 Kayron Drive
- 6020 Gelenridge Drive

Upon completion of the demolition for the base eleven (11) properties, additional properties may be added for demolition during the term of the contract.

Prior to demolition, the contractor shall submit the required Georgia Project Notification Form for Asbestos Renovation (Project Notification Form) with the Georgia Environmental Protection Division (EPD) for each property. The contractor will be responsible for filling out the Project Notification Form within two days of receiving the Notice to Proceed (NTP). The contractor will be responsible for updating the City and Maxis Engineering, LLC (Maxis) with a date that the 10-day waiting period will expire.

1.

- **The contractor should be prepared to mobilize to the site to begin demolition activities within 5 days following the expiration of the 10-day waiting period.**
- **The contractor should be prepared to begin removal of Asbestos Containing Material (ACM) from the site following the expiration of the 10-day waiting period.** The Asbestos Surveys have been included as an Appendix.

Asbestos information for each property is included below. The information provided is an estimation for informational purposes only and should not be solely relied upon for bid purposes.

Property Address	Area ACM Found	ACM	Estimated amount
360 Hammond Drive	Basement	HVAC Duct work	200 linear feet
	Windows	Window Glaze	11 windows
	Chimney	Chimney Caulk	8 linear feet
390 Hammond Drive	Kitchen	Floor tile (brown)	200 sq ft

	Room off Kitchen	joint compound and tape	150 sq ft (8'ceiling)
	Basement	HVAC Duct work	100 linear feet
	Basement entrance	floor tile	30 sq ft
	Windows	Window Glaze	11 windows 5,100 sq ft (8'
446 Hammond Drive	All throughout house	joint compound and tape	ceilings)
	Windows	Window Glaze	25 windows
	Exterior Siding (all)	Siding	2,000 sq ft
	Basement	Floor tile (Red/tan)	350 sq ft
	Basement	HVAC Duct work	200 linear feet
524 Hammond Drive	Windows	Window Glaze	9 windows
	Bedroom #1, Master bedroom	textured ceiling	500 sq ft
600 Hammond Drive	Chimney	Chimney Caulk	10 linear feet
630 Hammond Drive	Bathroom in Bedroom #3	green border tile and grout	40 linear feet
	Basement	HVAC Duct work	250 linear feet
640 Hammond Drive	Bathroom #2	joint compound and tape	100 (8' ceilings)
	Basement	HVAC Duct work	250 linear feet
	Basement	Rubber steps	11 steps
	Basement	joint compound and tape	25 sq ft (8' ceilings)
660 Hammond Drive	Kitchen	floor tile (tan)	250 sq ft
	Basement	floor tile (green)	50 sq ft
	Basement	HVAC Duct work	300 linear feet
6038 Harleston Road	kitchen	floor tile	150 sq ft
	dinning room	floor tile	150 sq ft
	Basement	floor tile	300 sq ft
	Basement	HVAC Duct work	200 linear feet
6017 Kayron Drive	Den	joint compound and tape	350 sq ft (11' ceilings)
	Foyer	joint compound and tape	100 sq ft (11'ceilings)
	Downstairs bedroom #1 and #2 - Bedroom #2 only has ceiling; walls are wooden	joint compound and tape	300 sq ft (8' ceilings)
	Bathroom	joint compound and tape	50 sq ft (8'ceilings)
	Basement and througout	HVAC Duct work	300 linear feet
6020 Glendridge Drive	Kitchen	black felt/flooring (green)	150 sq ft
	Den	flooring (orange)	270 sq ft
	Room off Kitchen	flooring (white)	160 sq ft
	Garage Entrance	flooring (red/white tile)	200 sq ft
	Laundry room	flooring	50 sq ft
	Basement	HVAC Duct work	400 linear feet
	Fireplace	Caulk	8 linear feet
	vent pipe	Caulk	8 linear feet

2.

- Once the demolition permit has been procured, the Erosion Control measures and tree save shall be installed at the site. Hay bales will need to be used around several of the large trees located on the properties per the demolition plans. Following installation of these measures, per the plans, a pre-construction meeting will be scheduled with Community Development for each Property and will be held on-site. **The contractor's attendance is mandatory, and demolition shall begin within three days after meeting.**
- The existing asphalt drive may be used as the construction entrance, per note 13 on the Grading and ES&C Plan (Figure 3 for each set of plans). The contractor is responsible for ensuring the construction entrance/exit remains free of dirt/debris. Should it become necessary at any of the properties, **a full construction entrance may be required.** At present, the asphalt drive apron at the site is to remain following demolition of each of the properties. Should a construction entrance be necessary, once demolition is completed the construction entrance materials should be removed and all disturbed areas outside the current asphalt drive footprint should be stabilized with seed and straw.
- The contractor shall demolish the structure at each of the properties specified, per attached plans, including but not limited to the following: masonry/structures including all wood, block, metal, etc. associated with the structure. The foundation and footers shall be removed and backfilled to match existing grade with appropriate fill as indicated on the plans. Asphalt/concrete is to be removed as indicated on the plans. The apron of the asphalt drive is to remain following demolition. All tree save must be installed prior to demolition. Trees/shrubs located near the structure are to be removed per the plans.
- Grading shall be completed at each property per the attached plans. All earthen slopes shall not exceed a 3 to 1 slope. Due to the slopes found at the site, fill material may be required to match exiting grade. Please evaluate the potential need for fill. Fill material used at any location shall either be from on site or other borrow site as approved by the City. All fill materials, shall meet GDOT Specification 209-Subgrade Construction (attached here). All areas to receive fill shall meet GDOT Specification 209-Subgrade construction (attached here).
- Temporary or permanent closure of sidewalk (including roadway lane closures), should they be required, must be pre-approved by the City. Appropriate sidewalk closure signage must meet Manual on Uniform Traffic Control Devices (MUTCD) requirements at a minimum if allowed. Lane Closures will only be allowed between the hours of 9 am and 3 pm Monday through Friday if necessary. Contractor shall follow all Georgia Department of Transportation rules and regulations for lane closure if applicable. Additionally, existing sidewalk must be maintained for pedestrians at all times.
- In the event that any additional suspect asbestos containing materials are uncovered during the demolition activities at each property, the Contractor shall suspend activity and immediately notify the City. The city or its representatives shall make the final determination regarding the presence of asbestos-containing materials.

- Grading and earthwork in the structure foot print should be limited to the areas specified on the included demolition plans. Erosion control measures should be installed exactly per the plans prior to beginning demolition.
- The contractor will install seed and straw to stabilize the site per the plans. **The seed and straw shall not be applied to the site until the grading has been approved by the City and Maxis Engineering.**

There is no City furnished equipment to be used or installed by the Contractor.

Reference: A Limited Asbestos Survey has been completed for the site and has been included as an Appendix.

All utilities will be disconnected prior to demolition commencement. Any utilities remaining shall be dealt with in accordance with the demolition plan notes, capped at right of way.

EXHIBIT B
BID SCHEDULE
LUMP SUM

Hammond Drive Demolition

Project List	Item Cost
360 Hammond Drive	\$
390 Hammond Drive	\$
446 Hammond Drive	\$
524 Hammond Drive	\$
600 Hammond Drive	\$
630 Hammond Drive	\$
640 Hammond Drive	\$
660 Hammond Drive	\$
6038 Harleston Road	\$
6017 Kayron Drive	\$
6020 Gelenridge Drive	\$
Total Cost	\$

EXHIBIT C

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees;
and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Signature

Name: _____

Title: _____

EXHIBIT E

**AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant: _____ Date: _____

Printed _____ Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

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

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

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

Name of Project

Name of Public Employer

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

Executed on _____ 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: _____

EXHIBIT G

INSURANCE REQUIREMENTS

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

1. **Workers' Compensation and Employer's Liability Insurance.** 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. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. **Fidelity Bond (Employee Dishonesty)** in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the

Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- a. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- b. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- c. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

**EXHIBIT H
TO CONTRACT AGREEMENT
SPECIAL PROVISIONS
NOT APPLICABLE**

**EXHIBIT I
TO CONTRACT AGREEMENT
NOTICE TO CONTRACTORS
COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS
(Bidder to sign and return)**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, and I further certify that:

- (1) The provisions of Section 46-3-30 of the Official Code of Georgia Annotated, relating to the “High Voltage Safety Act” will be complied with in full; and
- (2) The provisions of OSHA 29CFR1910.333(c) relating to work near high voltage power lines; and
- (3) The provisions of Part 4 of the National Electrical Safety Code.
- (3) The Contractor shall be required to ensure that each subcontractor hired is in compliance with the provisions listed above.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

**EXHIBIT J
TO CONTRACT AGREEMENT
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

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

Notary Public: _____

My Commission Expires: _____

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

**EXHIBIT K
TO CONTRACT AGREEMENT
EVERIFY AFFIDAVIT**

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

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

Name of Project

Name of Public Employer

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

Executed on _____ 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 _____

NOTARY PUBLIC

My Commission Expires: _____

**EXHIBIT L
TO CONTRACT AGREEMENT
CORPORATE CERTIFICATE**

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

This _____ day of _____, 2020.

(Seal)

(Signature)

**EXHIBIT M
TO CONTRACT AGREEMENT
ADDENDUMS**

**EXHIBIT N
TO CONTRACT AGREEMENT
SUBCONTRACTORS
LIST OF SUBCONTRACTORS**

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

Company Name: _____

**EXHIBIT O
BONDS
TO CONTRACT AGREEMENT**

**BID BOND
(BID BOND TO BE RETURNED WITH BID)**

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor)_____

(Address of Contractor) at _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
1 Galambos Way, Sandy Springs, Georgia 30328

herein after referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, 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.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

Hammond Drive Demolition

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Sandy Springs, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to

comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

a _____

(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
1 Galambos Way, Sandy Springs, Georgia 30328

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of:

_____ Dollars (\$ _____) in lawful money of the United States, 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 such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for:

Hammond Drive Demolition

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and

agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed hereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. § 36-91-1 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST BY:

Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)
(Seal)
(Address)

(Witness as to Surety)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT _____
(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

Hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Sandy Springs Georgia
1 Galambos Way, Sandy Springs, Georgia 30328

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of _____ Dollars (\$ _____) in lawful money of the United States, for 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.

The condition of this obligation is such, as whereas the Principal entered into a certain contract hereto attached, with the Obligee, dated _____ for:

5280 North Powers Ferry Road Phase 1 Streambank Repair and Culvert Replacement

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment 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, materials, services, skill, tools, machinery and/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, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within One Hundred and Twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment 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, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

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.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1, et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____ A.D., 20____

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)
