Johns Creek
be the exception

INVITATION TO BID

FOR THE
CONSTRUCTION OF

Sargent Rd. @ McGinnis Ferry Rd. Florida-T

BID NUMBER

16-286

Release of Bid:
Sept. 22, 2016

Pre-bid Conference
October 4, 2016 @ 10:00AM

Deadline for Questions
October 5, 2016 @ 5:00 PM

Bid Due Date
October 13, 2016 @ 2:00PM

Questions must be directed to:
City of Johns Creek, Purchasing Manager, John T. Henderson,
via e-mail to:
john.henderson@johnscreekga.gov

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CITY OF JOHNS CREEK

ITB #16-286

ANNOUNCEMENT

SARGENT RD. @ MCGINNIS FERRY RD. FLORIDA-T

The City of Johns Creek is accepting sealed Invitations to Bid (ITB) from qualified construction firms for the Sargent Rd. @ McGinnis Ferry Rd. Florida T Continue-through Lane Project. Sealed ITB's will be received no later than **2:00PM. on October 13, 2016** in the City of Johns Creek Purchasing Office, 12000 Findley Rd., Suite-400, Johns Creek, Georgia, 30097. ITB's received after the above time or in any other location other than the Purchasing Office **will not** be accepted. A Pre-Bid Conference will be held on **October 4, 2016, at 10:00 AM** at the City Hall, Chattahoochee Conference Room, 4th floor.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

ITB packages and plans are available on the City of Johns Creek website (*www.johnscreekga.gov*) . Additional information may be obtained by contacting the Purchasing Office at (678) 512-3233. ITB's shall be presented in a sealed opaque envelope with the ITB number and name clearly marked on the outside of the envelope. The name of the company or firm submitting an ITB response should also be clearly marked on the outside of the envelope. **(TWO (2) ORIGINALS AND ONE (1) COPY OF THE ITB ON CD MUST BE SUBMITTED.) ITB's will not be accepted verbally or by fax or email.** All offerors must comply with all general and special requirements of the ITB information and instructions enclosed herein.

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

BID FORM

TO: PURCHASING MANAGER
CITY OF JOHNS CREEK
JOHNS CREEK, GEORGIA 30097

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 Johns Creek, 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:

SARGENT RD. @ MCGINNIS FERRY RD. FLORIDA T

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 Johns Creek 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.

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 _____ (Seal)
Company Name

Bidder Mailing Address:

_____
_____
_____
_____
_____

By: _____

Title: _____

By: _____

Title: _____

BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. City Bid Schedule,
2. Applicable Compliance Specifications Sheets, and
3. Applicable Addenda Acknowledgement, Page 6.
4. Bid Bond

BIDDING REQUIREMENTS

GDOT Specification – Section 102-Bidding Requirements and Conditions will be followed for this bid package.

Interested parties shall submit their completed bid by the date and time designated on the cover sheet to the City of Johns Creek Purchasing Office. Any bids received after the deadline will be returned to the bidder. It is understood and agreed that this bid shall be valid and held open for a period of thirty (30) days from bid opening date.

The following items will be included in the bid response package.

1. Completed BID TAB Sheet
2. Bid bond
3. Certificate of Insurance
4. E-verify/SAVE Affidavit
5. The bidder shall provide project references to verify experience completing projects of similar scope.

Omission of any of the above items may disqualify the bidder from competition.

BID SCHEDULE:

Release of Bid	9/22/16
Pre-bid Conference	10/04/16 @ 10:00AM
Deadline for Questions	10/05/16 @ 5:00 PM
Response to Questions	10/07/16
Bid Due Date:	**10/13/16 @ 2:00PM**
Anticipated Notice to Proceed	11/14/16
Project Completion Date	45 calendar days

INSURANCE REQUIREMENTS

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

1. Statutory Workers' Compensation Insurance
   - (a) Employers Liability:
   - Bodily Injury by Accident - $100,000 each accident
   - Bodily Injury by Disease - $500,000 policy limit
   - Bodily Injury by Disease - $100,000 each employee
2. Comprehensive General Liability Insurance
   - (a) $1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
   - (b) Blanket Contractual Liability
   - (c)I Blanket "X", "C", and "U"
   - (d) Products/Completed Operations Insurance
   - (e) Broad Form Property Damage
   - (f) Personal Injury Coverage
3. Automobile Liability
   - (a) $1,000,000 limit of liability
   - (b) Comprehensive form covering all owned, non-owned and hired vehicles
4. Umbrella Liability Insurance
   - (a) $1,000,000 limit of liability
   - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2, and 3 above

5. The City of Johns Creek, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Johns Creek and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the contract. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Johns Creek, Georgia, 12000 Findley Rd, Suite 400, Johns Creek, Georgia 30097.

BONDING REQUIREMENTS

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

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

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

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

BID BOND

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

City of Johns Creek Georgia
(Name of Obligee)
12000 Findley Rd., Suite-400, Johns Creek, Georgia 30097
(Address of Obligee)

Hereinafter 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 Johns Creek, Georgia, a proposal for furnishing materials, labor and equipment for:

SARGENT RD. @ MCGINNIS FERRY RD. FLORIDA T

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 Johns Creek, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Johns Creek, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Johns Creek, 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 Johns Creek,

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. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. 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 Johns Creek. Georgia
(Name of Obligee)
12000 Findley Rd., Suite-400, Johns Creek, Ga. 30097
(Address of Obligee)

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: _____.

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 oblige, 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 thereunder.

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. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., 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 Johns Creek Georgia
(Name of Obligee)
12000 Findley Rd., Suite-400, Johns Creek, Georgia 30097
(Address of Obligee)

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 _____.

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 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 thereunder.

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 (150) 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. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., 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)

_____

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_____

Print/Type Company Name Here_____

CORPORATE CERTIFICATE

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

This _____ day of _____, 20_____

_____(Seal)

(Signature)

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: _____

The City of Johns Creek requires minimum of 51% participation by the prime Contractor on all projects.

EXHIBIT A

BID SPECIFICATIONS

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Johns Creek Public Works Department (City), requests that interested parties submit formal bids/proposals to construct intersection improvements and traffic signal removal and replacement in the following location:

- McGinnis Ferry Road @ Sargent Road

All work shall be constructed according to the Design Plans and are made part of the contract by reference.

SCOPE OF WORK

The Contractor shall construct the project per:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- The Contract Documents including but not limited to the scope of work and specifications;
- The Plans - drawings/details/notes;
- Purchase Order;
- Approved Schedule;
- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines;
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. The contractor will be responsible for constructing all improvements shown on the plans unless specifically noted otherwise in the specifications/plans.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions. In case of discrepancies between the plans and specifications the most stringent prevails.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall provide references demonstrating experience completing projects of similar scope.**

The City will inspect the work as it progresses.

Retainage in the amount of 10% of the total amount due on each monthly invoice will be held by the City until project completion and acceptance.

The contractor shall provide a project progress schedule by location prior to or at the preconstruction meeting. The contractor shall also provide a weekly look ahead schedule of all planned activities for the enclosed locations.

SPECIAL PROVISIONS

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards for construction materials, methods and procedures. Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions.

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

The contractor will install and remove signals per MUTCD, Georgia DOT specifications, and IMSA guidelines. A site visit is advisable prior to sending a quote. The contractor will be responsible for all other materials and labor.

Specifications:

- **The contractor will be responsible for all traffic control including the hiring of off duty law enforcement officers to direct traffic, if needed.**
- **The contractor will be responsible for all utility locates and conflict resolution.**
- **The concrete sidewalk will match the existing sidewalk. Since ADA ramps are being removed the sidewalk shall no longer be sloped into the road since the pedestrian crossing is being removed across McGinnis Ferry.**
- **Curb and gutter is to be added where the ADA ramps are being removed and match the existing curb and gutter.**
- **Sod is to be added to match the existing that is already in place once the ADA ramps are removed and the sidewalk is replaced.**
- **The four existing signals on McGinnis Ferry need to removed and two new signals need to be added as specified on the design. Traffic signal specifications included on design.**
- **The two Pedestrian Poles on the North and South side of McGinnis Ferry Road are to be removed but the concrete bases are to be left.**
- **Pedestrian signs are to be added where the demo of the ADA ramps is occurring to discourage pedestrians from crossing McGinnis Ferry Road.**
- **Tuff Curb is to be installed as a barrier for the two middle lanes on McGinnis Ferry Road.**
- **The overhead signing indicated on the design is to be placed on the existing span wire across McGinnis Ferry Road.**
    - **Overhead signs are specified on the plan sheet**
- **The attached design contains all other specific details contained in the project.**

- **The City of Johns Creek's Transportation Division is to be notified once the Tuff Curb is installed. (See plan sheet for Tuff Curb specifications)**
- **Tuff Curb to be spaced with a 40 inch gap between each piece of Tuff Curb. Posts are to be placed on every other piece of Tuff Curb except where specified on the plan sheet.**
- **The contractor will be responsible for all concrete testing and will provide all test results to the City of Johns Creek. If multiple concrete trucks are used, the City of Johns Creek requires test samples from each truck. Although not required to use this vendor for testing, the contractor is advised that SM&E is located in the City of Johns Creek on Johns Creek Pkwy.**
- **No night, weekend, or holiday work will be done without prior approval from the City.**

Payment:
The contractor shall submit unit prices and a lump sum price for all work to be performed.

Notice to Proceed:
Once notice to proceed is given, the contractor will have 45 days to complete the installation.

PROSECUTION AND PROGRESS

The Contractor will have 45 calendar days from issuance of Notice to Proceed to be substantially complete with the project. The Contractor will be considered substantially complete when all contract work except for punch list work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon Notice of Award the Contractor will be required to submit a Progress Schedule. The Contractor shall be assessed liquidated damages in the amount of $175.00 per calendar day for any work not completed by the deadline. Liquidated damages shall be deducted from the 10% retainage held by the City.

Normal workday for this project shall be 9:00 AM to 4:00 PM and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request. No work will be allowed on City holidays (a complete list can be found on the City website).

The Contractor shall not install lane closures or perform work or move equipment or materials on the traveled way that interferes with traffic flow between the hours of 6:00 am to 9:00 am and 3:00 pm to 7:00 pm (Monday through Friday), and 9:00 am to 1:00 pm on Sundays.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon notification from the contractor that all work is complete. A Punch List of found deficiencies will be submitted to the contractor upon completion of the Final Inspection. All

repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. 10% retainage will be held from the total amount due the Contractor until Final Acceptance of work is issued by the City.

The City will retain 10% of the fee due the Contractor. The retainage will be paid as the final invoice after the project has been completed and accepted. All punch-list work must be complete before release of any retainage.

PERMITS AND LICENSES

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

MATERIALS

Contractor will be responsible for quality control testing of materials incorporated into the project. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

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

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity.

All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in the "Grading Complete" bid item. Contractor will notify the City in writing if quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

All information given concerning existing conditions is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid.

No adjustment will be made to the bid based on missing or inaccurate information on the plans.

UTILITIES

Contractor shall be responsible for protecting all utilities and for coordinating any utility relocation necessary for the completion of the work.

Contractor shall be responsible for the adjusting to grade of existing utility structures that are incorporated into the work including but not limited to water valves and sewer cleanouts.

All known utility facilities are shown schematically on the plans sheet, and are not necessarily accurate in location as to plan or elevation. Utility facilities such as service lines or unknown facilities not shown on plans will not relieve the contractor of their responsibility under this requirement. "Existing utility facilities" means any utility that exists on the project in its original, relocated or newly installed position.

TRAFFIC CONTROL

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

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

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

The contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours place temporary pavement markings (paint or removable tape) to match existing pavement markings. No additional payment will be made for this work.

Pricing for personnel, and equipment required for maintaining temporary traffic control, public convenience, and safety are to be included in pricing for traffic control.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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

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

RIGHTS AND USE OF MATERIAL

Materials excavated within the project limits become the property of the Contractor. The Contractor, at his/her discretion, may elect to incorporate any of the excavated material into his/her work provided and that it is suitable for the intended use. Materials identified to be removed and are unsuitable for the project will be removed from the site by the Contractor. All excavation, placement, hauling and grading of on-site material will be the Contractors responsibility.

GRADING COMPLETE

The Contractor shall be responsible for all grading work including all clearing, grubbing, hauling, grading, excavation, backfilling, and compaction tasks associated with the work. In addition to the above listed tasks, any costs associated with providing borrow material from a location not within the project limits will be the responsibility of the Contractor. Sub-grade excavation to required elevations, removal of excavated material if necessary, sub-grade compaction, fine grading, and back-filling excavated area with suitable material will be the responsibility of the Contractor. Also included in this work will be the removal and hauling off of existing construction materials, trees and any other items necessary to complete the work.

Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. The Contractor is also responsible for all ditch grading required to maintain positive drainage.

EROSION/SEDIMENT CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines.

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion.

GRASSING COMPLETE

Contractor will be responsible for temporary and permanent grassing all disturbed areas. This work shall consist of ground preparation, furnishing and planting, seeding (including the cost of the seed), fertilizing, sprigging, mulching and watering of all areas disturbed due to construction operations. This work will comply with GDOT Section 700 – "Grassing." Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. In the event that areas are damaged prior to final project acceptance, the Contractor will repair or replace as necessary. Please refer to the seeding schedule in the plans for species and spreading rates.

SAFETY

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

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform clean-up activities may result in suspension of the work.

COORDINATION

The Contractor shall keep the City updated on the construction schedule and daily work plans.

PROJECT AREA

See attached map

DESIGN PLANS

See attached drawing

EXHIBIT B

BID SCHEDULE

SARGENT RD AT MCGINNIS FERRY RD FLORIDA-T					
QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
ROADWAY					
150-1000	TRAFFIC CONTROL	LS	1		$
210-0100	GRADING COMPLETE	LS	1		$
441-0104	CONCRETE SIDEWALK, 4IN	SY	30		$
441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	30		$
647-1080	TRAFFIC SIGNAL INSTALLATION	LS	1		$
700-9300	SOD	SY	10		$
XXX-XXXX	TUFF CURB WITH POSTS	EA	265		$
SIGNING AND MARKING					
636-1020	HIGHWAY SIGNS,TP 1 MATL, REFL SHEETING, TP 9	SF	85		$
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP1	EA	9		$
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP2	EA	3		$
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN. WHITE	GLF	250		$
653-6006	THERMOPLASTIC TRAFFIC STRIPING, YELLOW	SY	600		$
			TOTAL	$	

EXHIBIT C
LOCATION MAP

Sargent Road at McGinnis Ferry Road Florida T

September 2016

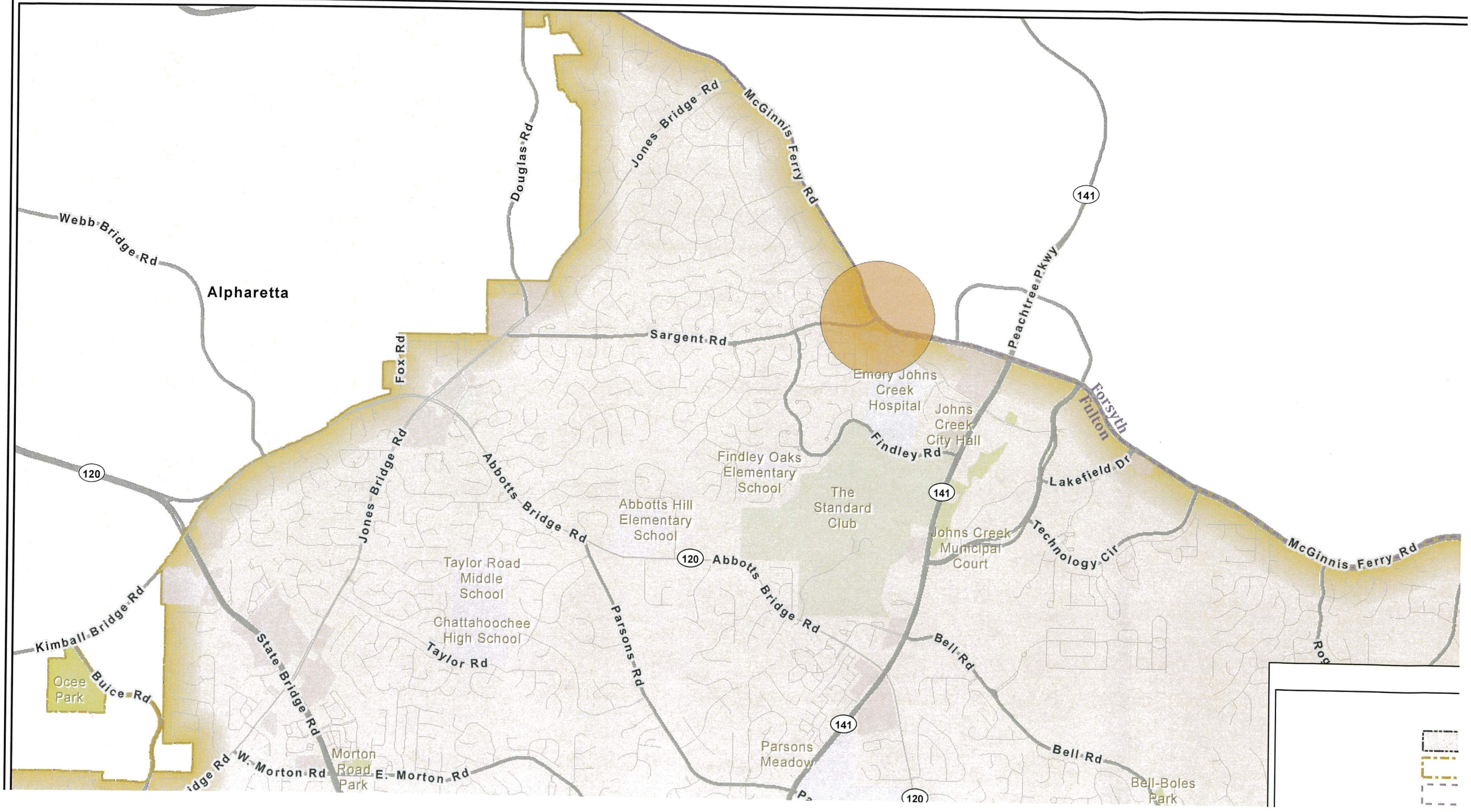
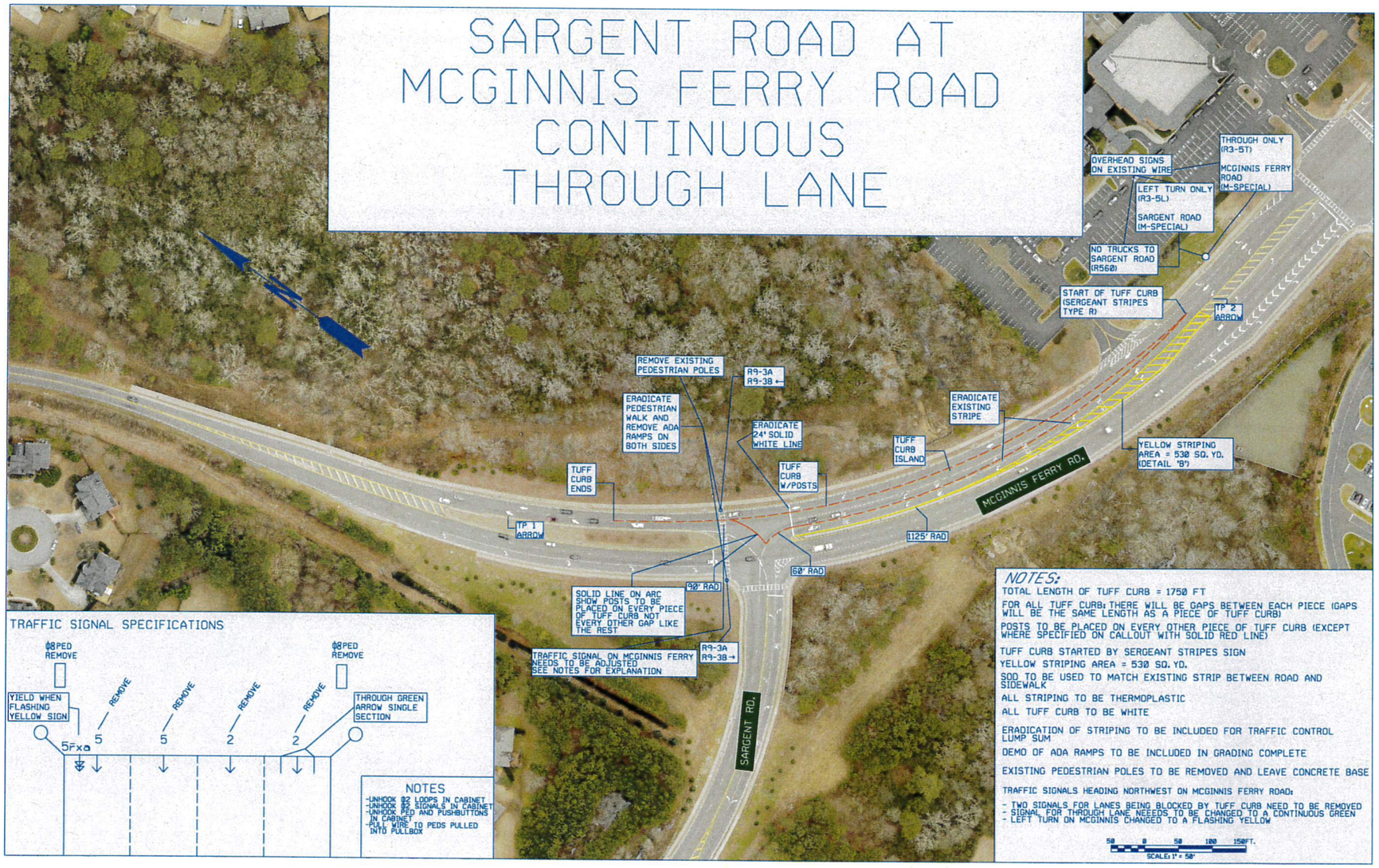


EXHIBIT D

DESIGN PLANS

SARGENT ROAD AT MCGINNIS FERRY ROAD CONTINUOUS THROUGH LANE



TRAFFIC SIGNAL SPECIFICATIONS

NOTES
- UNHOOK Ø2 LOOPS IN CABINET
- UNHOOK Ø2 SIGNALS IN CABINET
- UNHOOK PED AND PUSHBUTTONS IN CABINET
- PULL WIRE TO PEDS PULLED INTO PULLBOX

NOTES:

TOTAL LENGTH OF TUFF CURB = 1750 FT

FOR ALL TUFF CURB: THERE WILL BE GAPS BETWEEN EACH PIECE (GAPS WILL BE THE SAME LENGTH AS A PIECE OF TUFF CURB)

POSTS TO BE PLACED ON EVERY OTHER PIECE OF TUFF CURB (EXCEPT WHERE SPECIFIED ON CALLOUT WITH SOLID RED LINE)

TUFF CURB STARTED BY SERGEANT STRIPES SIGN

YELLOW STRIPING AREA = 530 SQ. YD.

SOD TO BE USED TO MATCH EXISTING STRIP BETWEEN ROAD AND SIDEWALK

ALL STRIPING TO BE THERMOPLASTIC

ALL TUFF CURB TO BE WHITE

ERADICATION OF STRIPING TO BE INCLUDED FOR TRAFFIC CONTROL LUMP SUM

DEMO OF ADA RAMPS TO BE INCLUDED IN GRADING COMPLETE

EXISTING PEDESTRIAN POLES TO BE REMOVED AND LEAVE CONCRETE BASE

TRAFFIC SIGNALS HEADING NORTHWEST ON MCGINNIS FERRY ROAD:

- TWO SIGNALS FOR LANES BEING BLOCKED BY TUFF CURB NEED TO BE REMOVED
- SIGNAL FOR THROUGH LANE NEEDS TO BE CHANGED TO A CONTINUOUS GREEN
- LEFT TURN ON MCGINNIS CHANGED TO A FLASHING YELLOW

50 0 50 100 150FT.
SCALE: 1" = 50'

EXHIBIT E

IMMIGRATION AND SECURITY FORM
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to main records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time of the subcontractor(s) is retained to perform such service.

_____
EEV / Basic Pilot Program* User Identification Number

_____ _____
BY: Authorized Officer or Agent Date
(Contractor Name)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS _____ DAY OF _____ 201___

_____
Notary Public
My Commission Expires:_____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
(End of Form)

Affidavit Verifying Lawful Presence Within the United States

I, (print name)_____, swear or affirm under penalty of perjury that *(check one)*:

☐ I am a United States citizen or legal permanent resident 18 years of age or older; or

☐ I am a qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older lawfully present in the United States.

Alien Registration Number: _____

I am applying for the public benefit of contracting with the City of Johns Creek, Georgia to provide products or services.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that knowingly and willfully making a false, fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

_____ _____

Print Name of Applicant | Position Title (if applicable)

_____ _____

Signature of Applicant | Date

Subscribed and sworn to before me on

this the _____ day of , 20____.

_____

(Clerk/Notary Public)

My commission expires: _____