

<p>Owner</p>  <p>UPPER WESTSIDE</p>	<p>17th Street Sidewalk</p> 
<p>INVITATION TO BID November 17, 2025</p> <p>The Westside/Howell Mill Community Improvement District (dba Upper Westside CID) is seeking proposals for the 17th Street Sidewalk Project.</p> <p>Bidder's Sealed Envelope shall be marked with the following information: 17th Street Sidewalk Project</p>	
<p>Pre-Bid Conference: A Mandatory Pre-Bid Conference will be held at NE corner of Reservoir Road and 17th Street: 630 Reservoir Road, NW, Atlanta, GA 30318. Should it rain, we will meet in the Skyline West Lobby at 1390 Northside Drive, Atlanta, GA 30318.</p>	<p>Monday, 12/1/2025 at 11:00 a.m.</p>
<p>Deadline for clarifications and questions: All clarifications and questions must be emailed to: adeline@upperwestsideatl.org and elizabeth@upperwestsideatl.org prior to deadline.</p>	<p>Friday, 12/5/2025 by 2:00 p.m.</p>
<p>Final Clarifications and Questions: An addendum will be posted to the CID's website at www.upperwestsideatl.org/notices</p>	<p>Wednesday, 12/10/2025 by 5:00 p.m.</p>
<p>Deadline for Bid: All submittals must be delivered in a sealed envelope or mailed, and include the bid on a USB drive to:</p> <p>Upper Westside CID 976 Brady Avenue, Suite 100 Atlanta, GA 30318</p>	<p>Wednesday, 12/17/2025 by 2:00 p.m.</p>

Bid Submission Deadline: Friday, 12/17/2025 by 2:00 p.m. ET

Westside/Howell Mill Community Improvement District

Address: Upper Westside CID
976 Brady Avenue, Suite 100
Atlanta, GA 30318

INVITATION TO BID

17th Street Sidewalk Atlanta, Georgia



UPPER WESTSIDE

TABLE OF CONTENTS

I.	INFORMATION TO BIDDERS	5-8
II.	INSTRUCTIONS TO BIDDERS	9-17
III.	CONTRACT TERMS AND CONDITIONS.....	18-26
IV.	INVOICES AND PAYMENT.....	27-29
V.	GENERAL CONDITIONS	30-49
VI.	APPENDIX B – INSURANCE & BONDING REQUIREMENTS	50-55
VII.	ATTACHMENTS.....	56-62
a.	Project Specific Special Provisions.....	58-58
b.	Performance Bond.....	59
c.	Payment Bond	60
d.	EBO Subcontractor Information.....	61-62
VIII.	REQUIRED BID SUBMITTAL FORMS	63-81
1.	BID FORM COVERPAGE	64
2.	BID SUBMITTAL CHECKLIST	65
3.	BID FORM PROPOSAL (Statement of Values).....	66
4.	W-9 FORM	67
5.	BID BOND 5%.....	68
6.	NON-CONFLICT OF INTEREST	69
7.	CORPORATE CERTIFICATE	70
8.	ILLEGAL IMMIGRATION REFORM & ENFORCEMENT ACT- CONTRACTOR.....	71
9.	ILLEGAL IMMIGRATION REFORM & ENFORCEMENT ACT- SUBCONTRACTOR	72
10.	ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS	73
11.	ACKNOWLEDGEMENT OF BIDDER	74
12.	NON- CONLLUSION CERTIFICATION	75
13.	REFERENCE AND RELEASE FORM	76
14.	SUBCONTRACTOR INFORMATION FORM	77
15.	EXCEPTIONS TO SPECIFICATIONS FORM.....	78
16.	COMPANY OWNED EQUIPMENT FORM	79
17.	PROFESSIONAL LICENSE, BUSINESS LICENSE, & UTILITY LICENSE	80
18.	APPENDIX A—EQUAL BUSINESS OPPORTUNITY DOCUMENTS	81-96

**INVITATION TO BID
17th STREET SIDEWALK
Atlanta, Georgia**

I. INFORMATION TO BIDDERS

- 1. Services Required:** This Invitation to Bid (“ITB”) from qualified Bidders (“Bidder” or “Bidders”) by Westside/Howell Mill CID (“CID”) is to procure the following Service: Construction of a 10’-12.5’ wide sidewalk along the north side of 17th Street between Howell Mill Rd and Northside Dr for the Upper Westside CID (Project).
- 2. Bid Package and Specifications:** The bid package and specifications can be found on the CID’s website at: www.upperwestsideatl.org/notices.
- 3. Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of Atlanta Code of Ordinances. By submitting a Bid in reference to this solicitation, a Bidder acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City’s Code of Ordinances, which laws are incorporated into this ITB by reference.
- 4. Minimum Qualifications:** Each Bidder and team member shall have the minimum experience set forth in this ITB. **The successful Bidder shall self-perform 51% of the work** in this contract with equipment owned by his own organization. **Successful Bidder must provide proof of company owned equipment.**
- 5. Authority to Transact Business in Georgia:** Each Bidder must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
- 6. No Offer by CID and Firm Offer by Bidder:** This solicitation does not constitute an offer by CID to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the CID. A Bidder’s offer is a firm offer and may not be withdrawn except as provided in this ITB, and in the City’s Code of Ordinances and other applicable law.
- 7. Bid Duration:** Bids submitted in response to this ITB must be valid for a period of sixty (60) calendar days from the Bid Submission Deadline and must be marked as such.
- 8. Construction Contract:** Contract for Construction must be signed with the CID. Construction must begin within fifteen (15) calendar days from the signing on the contract. The project must be completed with 200 calendar days.
- 9. Bid Submission Deadline:** Responses to this ITB must be received by mail or delivered to the CID in a sealed envelope no later than **2:00 p.m., ET on December 17, 2025**. All bids must have an electronic copy on a USB drive, including the Schedule of Values in an Excel spreadsheet format. Any Bid received after this time will not be accepted.

10. Solicitation Questions; Prohibited Contacts: Any questions regarding this ITB should be submitted by email to: adeline@upperwestsideatl.org and elizabeth@upperwestsideatl.org on or before **Friday, December 5, 2025 at 2:00 p.m. ET** Questions received after the designated period may not be considered. Any response to this question will be made by the CID. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this solicitation by monitoring the CID website. No Bidder may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of Bidders are strictly prohibited from contacting any other CID employees, CID Officials, Elected Officials or any third-party representatives of the CID on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to the CID. **Bidder must acknowledge the Addenda on the Non-Collusion Certificate.**

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

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

13. Insurance and/or Bonding Requirements: The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this ITB are set forth in this ITB. Contractor shall refer to Appendix B – Insurance & Bonding Requirements.

- Insurance:** Bidder must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Bidder, if any.
- Bonding:** A **Bid Bond** of **5%**, a **Performance Bond** of **100%** and a **Payment Bond** to **100%** of the Contract Price with a surety company satisfactory to CID must be provided by the successful Bidder by a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §36-91-21 *et seq.*

14. The Contractor shall be required to furnish CID with satisfactory proof of coverage of the insurance specified in the General Conditions and Appendix B. In addition to the Westside/Howell Mill Community Improvement District and The City of Atlanta are to be named as an additional insured on all insurance policies, and CID shall also be included as the certificate holder and emailed to elizabeth@upperwestsideatl.org.

15. Utility Systems Contractor Licenses Number: Contractors who construct, erect, alter, or repair utility systems at least five feet underground are required to be licensed under the Division of Utility Contractors of the State of Georgia Construction Industry Licensing Board. Utility systems include water supply systems, sewerage systems, water and wastewater plants, pump stations, gas systems, electrical power systems, and communications systems. **BIDDERS RESPONDING TO THIS INVITATION TO BID MUST INCLUDE UTILITY SYSTEMS CONTRACTOR LICENSE NUMBER WITH BID. (License may be held by the Prime or**

Sub Contractor)

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

17. Examination of Bid Documents:

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

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

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

- a. Each Bidder must confirm Addenda have been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- b. The CID may waive any technicalities and formalities. The CID reserves the right to cancel or change the ITB in its entirety. If the successful Bidder, who is awarded the contract, cannot provide to the CID requirements to establish an agreement/contract, then CID reserves the right to award the contract to the next lowest responsible and responsive bidder, or re-bid the project entirely.

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

- a. Failure to follow the CID's bid schedule.
- b. Failure to return applicable compliance and/or specification sheets.
- c. Failure to return applicable addenda.
- d. Failure to provide information on alternates or equivalents, when allowed.
- e. Failure to provide bid bond when specifically stated will result in automatic rejection.
- f. Failure of bidder to sign all requested documents.
- g. Failure to submit bid by deadline.
- h. Failure of supplier to extend prices.
- i. Failure to hold firm pricing.
- j. Failure to meet specified delivery requirements.
- k. Prices for services or items that exceeds the department's budgeted amount allowed for those items.

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

19. Conflict of Interest: Bidders are advised to read and familiarize themselves with the conflict-of-interest provisions of this ITB. The CID reserves the right to issue ITBs for specific projects that are independent of 17th Street Sidewalk for the CID in the City of Atlanta, Georgia. Except as stated in this ITB these Instructions, and the Notice to Bidders concerning Conflicts of Interests, successful Bidders under this ITB are not precluded from responding to such solicitations.

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

21. Equal Business Opportunity
The Equal Business Opportunity (EBO) subcontracting goals for this Project is **15% SBE**. All SBE firms must be certified by the City of Atlanta’s Office of Contract Compliance. As part of a responsive and responsible submittal to this ITB, Bidders shall submit the EBO forms included in **Appendix A – Equal Business Opportunity Documents**.

The City of Atlanta 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 ground of race, color, sex, or national origin in consideration for an award.

(End of Section)

II. INSTRUCTIONS TO BIDDERS

1. **SOLICITATION/ NOT OFFER**

This solicitation does not constitute an offer by the CID to enter into an agreement and is not an offer that can be accepted by the Bidder to form an agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into agreement. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an agreement.

This solicitation is an invitation for the Bidder to make an offer in the form of a Bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind the CID to any contractual Agreement until such time as the Agreement has first been awarded to the most responsible and responsive Bidder whose bid meets the material requirements and criteria set forth in the solicitation and the same is accepted and fully executed and sealed by agents of the CID designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, and all requirements of the solicitation.

YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN FOR 60 DAYS.

Your response to this solicitation is a firm offer, which the CID may accept or reject in whole or in part without any further action on your part. The acceptance of your offer will form an Agreement, which is enforceable against you.

2. **RECEIPT AND OPENING OF BIDS**

Bids for the 17th Street Sidewalk will be received by the front desk receptionist at Industrious (976 Brady Avenue, Suite 100, Atlanta, GA 30318). ABSOLUTELY NO BID WILL BE ACCEPTED AFTER **2:00 PM on 12/17/2025**. There will not be a public bid opening. If a Bidder is selected, the Bid tabulation will be shared with all Bidders.

3. **PREPARATION OF BIDS**

All Bids must be submitted on bid document forms supplied and shall be subject to all requirements of the Agreement Documents (as hereinafter described). All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid by the Bidder. **All bids must include an Excel file and a PDF of the Schedule of Values.** Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any Bid item for which a fixed amount predetermined has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the CID directs a change in the Scope of Work affecting the item to which such amount relates. The CID may consider as irregular any conditional bid or any Bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same. Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder. Failure to do so shall render the Bidder as non-responsive and cause rejection of the Bid. Failure to execute the Bid Schedule/Bid Form documents may render the Bidder as non-responsive and

cause rejection of the Bid at the sole discretion of the CID.

4. HOW TO SUBMIT BIDS

Submit one package marked "Original" labeled with the Name and Number of the ITB Package. The complete package of Bid documents shall be mailed (or delivered) and clearly labeled with the project name, name of Bidder, and date and time of bid opening in order to guard against premature opening of the Bid. A USB drive with all the Bid documents in electronic format should be included in the package, including an Excel file of the Schedule of Values. Bids must be mailed (or delivered) to:

Upper Westside CID
976 Brady Avenue, Suite 100
Atlanta, GA 30318

5. EXECUTION OF BIDDING DOCUMENTS

Bidders shall submit their Bids, together with the bid guarantee and all forms which the Bidder is required to sign, executed in the appropriate manner as set forth below:

- a. If the Bidder is a corporation, all required documents shall be signed by the president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.
- b. If the Bidder is individual, all required documents shall be signed by him or her and his or her signature shall be notarized by a notary public.
- c. If the Bidder is an individual doing business under a trade name, all required documents shall be signed by the Bidder whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Bidder's business, and notarized by a notary public.
- d. If the Bidder is a partnership, all required documents shall be executed by placing the name of the partnership followed by "By: (the name of the partner executing)" followed by the word "Partner," and notarized by a notary public.
- e. If the Bidder is a limited liability company, all required documents shall be signed by the sole or managing member or manager, as the case may be.
- f. If the Bidder is a joint venture, each party to the joint venture shall execute the Bidding Documents in the manner set forth in items a, b, c, d or e of this article of the Instructions to Bidders as appropriate for this type of organization.

If the Bidder is a Joint Venture, all other documents in the Bidding Documents shall be executed by one of the parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

6. ERRORS IN BIDS

Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and Specifications before submitting a Bid. Failure to do so will be at the Bidder's own risk. In case of error in extension or prices in the Bid, the unit prices(s) shall govern.

7. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient justification for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership, corporation or any other organization under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on work for the CID;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work; CID may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion of the CID adversely affect the Bidder's responsibility. However, in such cases, the Bidder will be given an opportunity by the CID to present additional evidence before final action is taken).

8. REJECTION OF BIDS

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, additions not called for, conditions limitations, unauthorized alternate Bids or other irregularities of any kind. The CID reserves the right to waive any informalities or irregularities of Bids.

9. FAILURE TO PERFORM

If for any reason the successful Bidder fails to perform any of the Work required by the Specifications, or if the Work performed is not as specified, the CID reserves the absolute right to have such Work performed by other persons and deduct the cost thereof from the Bid price in the agreement of the non-performing Bidder.

10. PRICING SHEET

Prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total Bid amount. In the case of any Bid item for which a fixed amount predetermined by the CID has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the CID directs a change in the Scope of the Work affecting the item to which such amounts relates. The Award will be based on the total fixed unit cost for all items aggregated.

11. BID BOND

Bidders are required to furnish a Bid Bond in the amount of five percent (5%) of the total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of the Westside/Howell Mill Community Improvement District or a bid bond in the form attached naming Westside/Howell Mill Community Improvement District as the obligee. The bid bond shall be secured by a guaranty, or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount

specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the one-hundred and twentieth (120th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten (10) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails to execute the Agreement and to furnish the other documents required within fifteen (15) days, the CID will retain the Bid Guarantee as liquidated damages for the Bidder's failure to fulfill its Bid and not as a penalty. Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

12. STATEMENT OF BIDDER'S QUALIFICATIONS

The Statement of Bidder's Qualifications must be filled out completely, signed by the Bidder, and notarized.

The CID shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

The CID reserves the right to reject any Bidder who does not satisfy CID as to its ability to successfully perform the Work, previous pre-qualification notwithstanding.

13. AFFIDAVITS

The affidavit must be filled in completely, signed by the Bidder, and notarized. Violation of the statements set forth in the affidavit may be grounds for rejection of Bid, or termination of Agreement, as appropriate, as well as other appropriate remedies as provided by local, state, and federal statutes.

14. EQUAL BUSINESS OPPORTUNITY

The Bidder shall complete the Sub-Contactor Utilization/Minority Participation form included in the bid documents and allocate work consistent with said form. A determination by the CID that misstatements have been made by the Bidder in this document shall be cause for rejection of Bid or termination of Agreement, as appropriate.

15. AUTHORIZATION TO TRANSACT BUSINESS

The successful Bidder (if an organization) must submit documentary evidence from the Secretary of State that such organization is in good standing and is authorized to transact business in the State of Georgia.

16. BID FORM

The Bidder must complete and execute these sections of the Bidding documents.

17. PRE-BID INSPECTION

Prior to submission of a Bid, the Bidder shall have made a thorough examination of the Work Site. The Bidder shall become informed as to the nature of the proposed construction, the kind of facilities required to carry out the construction, labor conditions, and all other matters that may affect the cost and time of completion of the Work upon which it bids.

The Bidder shall make themselves familiar with all of the Agreement Documents and other instructions before submitting their Bid, in order that no misunderstanding shall exist in regard to the nature and character of the Work to be done. No allowance shall be made for any claims that the Bid is based on incomplete information as to the nature and character of the site or the Work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing, and CID shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

18. ADDENDA AND INTERPRETATIONS

All questions by prospective Bidders as to the interpretations of the Bidding Documents shall be emailed to: adeline@upperwestsideatl.org and elizabeth@upperwestsideatl.org and must be received by the time and date specified in the Invitation to Bid.

Every interpretation made to a Bidder will be in the form of an addendum to the Bidding Documents. In addition, all addenda will be posted on the website with other Bid information, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Agreement and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

The CID shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whosoever made, that is not incorporated into an addendum to the Bidding Documents. No response shall be made to inquiries received later than the time and date specified in the Invitation to Bid.

19. MANDATORY PRE-BID CONFERENCE and SITE VISIT

A **MANDATORY** Pre-Bid Conference will be held at the NW corner of Reservoir Road & 17th Street, **650 Reservoir Road, Atlanta, GA, 30318 on Monday, December 1 at 11:00 AM.**

General requirements of the work will be discussed at the Pre-Bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. Oral answers to questions during the Pre-bid Conference will not be authoritative.

It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding

Documents.

20. TIME FOR RECEIVING BIDS

Bids will be received by the CID until **Wednesday, 12/17/2025 2:00 p.m. ET**. All late bids received after 2:00 PM will not be accepted.

21. BID MODIFICATION AND WITHDRAWAL

Bids may be modified after they have been submitted, but only before the Bid opening date and time. Modifications must be signed by the Bidder and must be received by the CID no later than the Bid opening time and date. Modifications should not reveal the total Bid amount but should identify the addition and subtraction or other modification in a manner in which the prices will not be known by the CID until the sealed Bid is opened.

22. BID EVALUATION

- a. Each Bid timely received and in CID's hands at the time set forth for the Bid opening shall constitute an offer to perform the work on the terms and conditions of the Agreement Documents and all other requirements, all for the total Bid. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of sixty (60) calendar days after the Bid opening and will not be withdrawn or modified during that time. CID may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between CID and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the CID will evaluate the Bid process, the total Bid, the supplements to the Bid form, Bidder's experience, financial data, proposed subcontractors and minority participation, and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by CID. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the total Bid, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The CID reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate or with whom the CID has had a negative experience.
- e. CID reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the CID. Where only a single responsible and responsive

Bid is received, CID may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely the CID's discretion.

- f. Bids will be evaluated on the basis of determining the lowest total Bid of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by CID to be non-responsive.
- g. The CID intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. The CID reserves the right to award the Agreement to multiple Bidders.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

23. AWARD CRITERIA

Award will be made after evaluating the responsiveness, responsibility, and the total Bid of each Bidder.

- a. The responsiveness of a Bidder is determined by the following:
 - 1) A timely and effective delivery of all services, materials, documents, and/or other information required;
 - 2) Compliance by the Bidder with Minority Participation goals of the CID;
 - 3) The completeness of all material, documents and/or information required; and
 - 4) The notification of methods, services, supplies and/or equipment that could reduce cost or increase quality.
- b. The responsibility of a Bidder is determined by the following:
 - 1) The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;
 - 2) The capability of the Bidder to perform the Agreement or provide the Work promptly or within the time specified without delay or interference;
 - 3) The quality of performance of previous contracts or work for CID;
 - 4) The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;
 - 5) The previous experience as it relates to compliance with OSHA regulations and demonstration of an acceptable safety culture;
 - 6) The sufficiency of the financial resources and ability of the Bidder to perform the services required under the Agreement or provide the Work; and
 - 7) The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

24. SURETY BONDS

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

- a. CID, shall be named as Obligee on all bonding;
- b. Any surety bonds submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the CID, and be authorized to act as such in the State of Georgia;
- c. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- d. In accordance with Georgia law, and upon award of the Agreement, separate **performance** and **payment bonds** shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The **performance bond** shall remain in effect for **one (1) year** after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The **payment bond** shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, Georgia law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

25. POWER OF ATTORNEY

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

26. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement; Workers' Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Bid documents. In addition to Westside/Howell Mill Community Improvement District and The City of Atlanta shall be named as an additional insureds on all insurance policies.

27. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

- a. Applicable provisions of the Occupational Safety and Health Act ("OSHA") must be observed during Work under this Agreement;
- b. Applicable regulations and ordinances of the City of Atlanta must be observed during work under this agreement;
- c. E-verify and S.A.V.E. obligations required by the State of Georgia and the City of Atlanta.
- d. Applicable regulations of the Georgia Environmental Protection Division and the US

Environmental Protection Agency must be observed during work under this agreement.

28. AGREEMENT TERM

The term of this Agreement shall be for a period of **365 days** from Notice to Proceed.

29. EXECUTION OF AGREEMENT

Subsequent to the award and within fifteen (15) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the CID Four (4) copies of Contractor Agreement as included in the Agreement.

Documents and provide performance and payment bonds and insurance certificates. The failure of the successful Bidder to execute Contractor Agreement and to supply the required bonds within fifteen (15) days after the prescribed forms are presented for signature, or within such extended period as CID may grant, shall constitute a default, and the Bidder shall forfeit the Bid Guarantee and the CID may either award the Agreement to the next lowest responsive and responsible Bidder or re-advertise for Bids, and may proceed against the bid bond of the defaulted Bidder. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the CID for a refund.

30. PRE-CONSTRUCTION CONFERENCE

A required pre-construction conference shall be held with the successful Bidder and all known Subcontractors at a time and place set by the CID.

III. CONTRACT TERMS AND CONDITIONS

The services to be provided consist of the construction of a 0.24 mile, 10-12.5' wide concrete sidewalk along 17th Street between Howell Mill Rd and Northside Dr. The project requires the contractor to install conduit, signage, striping and all other scopes of work necessary to complete the project per the provided drawings and specifications.

a. DESIGN STANDARDS

All Bids shall be in accordance with the Contract Documents and the current Georgia Department of Transportation (GDOT) State of Georgia Standard Specifications - Construction of Transportation Systems 2021 Edition, and Supplemental Specifications Book 2016 edition, and applicable Special Provisions and Supplemental Specifications. 2010 Americans with Disabilities ACT (ADA) Standards for Accessible Design and Architectural Barriers ACT (ABA) Accessibility Standards. MUTCD (Latest edition), published by ATSSA/ITE/AASHTO. Standard specification for Hwy bridge 917th edition 2002, published by the American Association of State Highway and Transportation Officials (AASHTO).

GDOT STANDARD SPECIFICATIONS & SUPPLEMENTAL SPECIFICATIONS

Use this link to download the latest Georgia Department of Transportation Standard Specifications.

<https://www.dot.ga.gov/GDOT/pages/TheSource.aspx>

(all applicable GDOT Sections will be applied for this project including:)

SECTION 108 – PROSECUTION AND PROGRESS

SECTION 150 – TRAFFIC CONTROL

b. PROJECT SPECIFIC SPECIAL PROVISIONS

SPECIAL PROVISION 150 – TRAFFIC CONTROL

SPECIAL PROVISION 636 – SIGN POST

c. SUB-CONSULTANTS AND SUB-CONTRACTORS

Consultant shall ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this ITB. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Contractor shall not furnish any statement, representation, or certification in connection with sub-consultants or sub-contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any sub-consultant or sub-contractor may result in a finding that the Bidder is not responsible.

All proposed sub-consultants and sub-contractors shall be listed in the Bidders response. Bidder shall ensure that all proposed sub-contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The CID reserves the right to approve all sub-contractors and sub-consultants.

Consultant shall have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all sub-consultants and sub-contractors engaged in the work of this ITB. The lack of a valid license for Consultant or any sub-consultant or sub-contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Consultant, and the removal of any unlicensed entity from the project. In the event Consultant, a sub-consultant or sub-contractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Consultant's contract effective as of the date on which the license or certification is no longer in effect.

d. CONSTRUCTION MANAGEMENT SERVICES

Kimley-Horn and Associates, Inc. will represent the CID for the Construction Management Services. A City Engineering Inspector (CEI)/or representatives from the City of Atlanta and the CID may periodically monitor construction activities. The CID will execute the final contract and Kimley-Horn and Associates, Inc. will manage the project until project completion and contract close-out. Contract close-out is at the discretion of the CID.

e. STATEMENT OF WARRANTY

1. Bidder's Statement of Warranty should include all applicable manufacturers' warranties and the Bidder's warranty in regard to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated
2. The successful Bidder will promptly correct all Work rejected by the CID as faulty, defective, or failing to conform to the bid Specifications. The Bidder will bear all costs of correcting or replacing such rejected Work.

f. GENERAL CONDITIONS

OWNER

Westside/Howell Mill Community Improvement District
976 Brady Avenue NW
Suite 100
Atlanta, GA 30318
Elizabeth Hollister, Executive Director
elizabeth@upperwestsideatl.org

CONSTRUCTION MANAGEMENT (OWNER'S REPRESENTATIVE)

Kimley-Horn and Associates, Inc.
1200 Peachtree Street NE
Suite 800
Atlanta, GA 30309

LANDSCAPE ARCHITECT/ENGINEER OF RECORD

Kimley-Horn and Associates, Inc.
1200 Peachtree Street NW
Suite 800
Atlanta, GA 30309
Tanner Schroeder, Engineer
tanner.Schroeder@kimley-horn.com

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

g. REGULATORY REQUIREMENTS

All work shall be done in conformance with the rules and regulations of the local authority having jurisdiction. The Construction Manager is responsible for obtaining and paying for the building permits unless noted in the ITB. The Contractor is responsible for obtaining and paying for all applicable development fees, traffic control, and all other permits related to construction.

h. ACCESS TO THE SITE AND USE OF THE PREMISES

The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings. Contractor at all times will keep the jobsite clean from loose debris and overgrown vegetation which might include mowing of tall grasses that exceed one-foot in height, evasion plant encroaching on to the jobsite, and removal of any debris or erosion resulting from a storm event.

- Other areas are off limits to all construction personnel.
- Storage areas will be available on site.
- Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project.

- Contractor must be in compliance with City of Atlanta standards for noise, traffic permitting. Hours will be 8 AM – 6 PM Monday through Friday. Any weekend activity or longer working hours to be coordinated with CID.

i. PRE-CONSTRUCTION MEETING

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

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

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

The Contractor will be provided information on the following topics at this meeting:

- Submittals
- Change Orders
- Request for Information (RFI)
- Applications for payment
- Record documents
- Materials and Product List
- Punchlist
- Certification for Complete

Attendees shall include:

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

j. SECURITY PROCEDURES

- Limit access to the site to persons involved in the work only.
- Provide secure storage for materials for which the Owner has made payment, and which are stored on site.
- Secure completed work as required to prevent loss.

k. COORDINATION

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

I. ACCESS TO WORK

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

m. SUBMITTAL PERIOD FOR PRODUCTS AND SUBSTITUTIONS

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

n. MEASUREMENTS AND DIMENSIONS

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

If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the CID before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

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

o. STORAGE FACILITIES AND WORK AREAS

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

p. IMPROVEMENTS ON PUBLIC PROPERTY

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

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

q. MANUFACTURERS' CERTIFICATIONS

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

r. SAMPLES

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

s. AS-BUILT DRAWINGS

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

t. MAINTENANCE MANUAL

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

Contractor is responsible for mowing and the project stabilization in the areas that are impacted by construction and inside Project's Limits of Disturbance. The Civil Engineer will need to inspect the project once the Contractor has notified the Construction Manager and the CID on when a Notice of Termination (NOT) needs to be generated. Contractor is responsible for the mowing and stabilization of the project until the Civil Engineer has inspected the project and will sign off on the project.

u. ASSIGNMENT

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

v. NONDISCRIMINATION

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

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

w. EQUAL BUSINESS OPPORTUNITY

- Contractor shall fill out EBO Forms in **Appendix A – Equal Business Opportunity Documents.**

x. PERFORMANCE OF CONTRACT

The CID reserves the right to enforce the Bidder's performance in any manner prescribed by law or deemed to be in the best interest of the project in the event of breach or default of the resulting contract award. It will be understood that time is of the essence in the Bidder's performance.

The successful Bidder shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

The Bidder accepts the relationship of trust and confidence established by the award of this solicitation. The Bidder covenants with the CID to utilize its best skill, efforts and judgment in furthering the interest of the project; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the CID. All purchases for goods or services are subject to the availability of funds for this Contract.

y. DEFAULT AND TERMINATION

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

- The default by the Bidder in the performance of any of the terms, covenants or conditions of the Contract, and the failure of the Bidder to remedy, or undertake to remedy with sufficient forces and to the CID's reasonable satisfaction. CID shall provide the Bidder with notice of any conditions which violate or endanger the performance of the Contract. If, after such notice, the Bidder fails to remedy such conditions within thirty (30) days or a shorter time period as set forth in any such notice, to the satisfaction of the CID, may exercise its option in writing to terminate the Contract without further notice to the Bidder and order the Bidder to stop work immediately, vacate the premises, and to cancel ordered products and/or services with no expense to the CID.
- Bidder files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Bidder and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- Bidder's failure to conduct services according to the approved bid specifications.
- Bidder's failure to keep, perform, or observe any other term or condition of the Contract.
- Bidder's performance of the Contract is unreasonably delayed.
- Should the successful Bidder fail to provide the materials or services when ordered, and in accordance with the General Terms and Conditions, Specifications and any other requirements contained herein, the CID reserves the right to purchase commodities or services covered by this bid elsewhere if available from an alternate source.

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

z. FORCE MAJEURE

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

aa. WAIVER

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

(End of Section)

IV. INVOICES AND PAYMENT

a. INVOICES

Application for Payment shall be received by the 20th day of a month.

and/or statements should be submitted via email and to the attention of:

Westside/Howell Mill CID
Elizabeth Hollister – Executive Director
elizabeth@upperwestsideatl.org

and

Adeline Collot – Program Director
adeline@upperwestsideatl.org

The following information must appear on all invoices submitted on AIA Forms: (G702 and G703)

- CID Mailing Address (Do not mail)
976 Brady Avenue, Suite 100
Atlanta, GA 30318
- Name and address of the successful Bidder;
- Detailed breakdown of all charges for the services or products delivered stating the applicable period of time;
- CID's Purchase Order Number and Bid Package number; and
- Signature of authorized Bidder's Project Manager certifying the accuracy of the quantities presented for payment.

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

b. PAYMENT

- a. **Cost Breakdown** - The Contractor shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications and shall be further subdivided into labor and materials.

PAYMENT (Continued)

- b. Equipment, Materials, and Work Covered by Partial Payments** - All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the CID, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and work upon which payments have been made, or the restoration of any damaged work.
- c.** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, the Construction Manager shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- d.** The period covered by each Application for Payment shall be one calendar month ending on the 25th day of the month.
- e.** Within fourteen (**14**) days of receipt of application of payment, the Construction Manager shall review and provide a written request for any additional documentation reasonably necessary to approve the Application for Payment. If and when no additional documentation is necessary, the Construction Manager shall approve the Application for Payment.
- f.** Within sixty (**60**) days of Construction Manager's approval of the Application for Payment, the Construction Manager shall submit payment to the Contractor in the amount of the respective Application for Payment.
- g.** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- h.** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work line item by the share of the Total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (**10%**). Pending final determination of cost to the Construction Manager of changes in the Work;
 - Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Construction Manager, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (**10%**).

- The amount of **Retainage Schedule** shall be as follows: Ten (**10%**) percent of each progress payment shall be withheld as retainage until the Work is complete;
- When the Work is complete (subject to surviving obligations) and ready for final payment of retainage as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days.

This Contract is governed by O.C.G.A. § 13-10-2-80, which requires that the Contractor, within ten (10) days of receipt of retainage from the CID, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, CID, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

Within sixty (60) days after the Work is fully completed and accepted by CID, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to CID.

(End of Section)

VI GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

<u>Section</u>	<u>Title</u>	<u>Page</u>
01	Definitions of Terms	32
02	Applicable Requirements	33
03	Notice and Service Thereof	34
04	Specifications	34
05	Drawings and Specifications	34
06	Present Documents Govern	35
07	Contractor's Shop Drawings	36
08	Instructions, Changes, Etc.	36
09	Examination of Work by Contractor	37
10	Materials, Services, and Facilities	37
11	Requests for Substitutions	38
12	Inspection and Testing of Materials	38
13	Inspection of Work	38
14	Authority of the Owner's Representative	39
15	Prohibited Interests	39
16	Rejections of Work and Materials	39
17	Weather Conditions	40
18	Royalties and Patents	40
19	Contractor's Personnel	40
20	Lines, Grades, and Measurements	40
21	Permits and Inspection Fees	41
22	Laws and Regulations	41
23	Contractor's Obligations	41

24	Subcontracting	41
25	Assignments	42
26	Contractor's Hold Harmless Agreement	42
27	Land and Rights-of-Way	42
28	Protection of Work, Property, and Persons	42
29	Prior Use by the Owner	43
30	Cleaning Up	43
31	Barricades	44
32	Changes in the Work	44
33	Time for Completion and Liquidated Damages	44
34	Payments to Contractor	45
35	Schedules, Reports, and Records	45
36	Owner's Representative's Right to Suspend or Terminate Work	46
37	Acceptance of Work and Final Payment	46
38	Claims	47
39	Guarantee and Correction of Work	49
40	Venue	49

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Addenda shall mean written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

Amendment shall mean a written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Architect shall mean an individual, partnership, or corporation performing professional architectural service for the Owner or Owner's Representative as an independent contractor.

Bid shall mean the offer submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Change Order shall mean a written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.

Contract Documents shall consist of the Contract, General Requirements, General Conditions, Supplementary Conditions, Technical Specifications, Certificates of Insurance, and Drawings. The intent of these documents is to include all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment, therefore. The Contract Documents shall be considered as one, and whatever is called for by any one of them shall be as binding as if called for by all.

Contract Price shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time shall mean the number of calendar days stated in the Contract Documents for the completion of the Work.

Contractor or **General Contractor** shall mean the individual, firm, or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

Drawings shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared or approved by the Owner's Representative.

Field Order shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Owner's Representative to the Contractor during construction.

Construction Manager shall mean Kimley-Horn and Associates, Inc.

“Project” shall mean the undertaking to be performed as provided in the Contract Documents.

“Shall” is mandatory; **“may”** is permissive.

“Shop Drawings” shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Specifications” shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship specified for this Project.

“Subcontractor” shall mean an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the site work.

“Substantial Completion” shall mean that date determined by the Owner’s Representative when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

“Supplementary Conditions” shall mean a part of the Contract Documents consisting of modifications to the General Conditions.

“Superintendent” shall mean the Contractor’s authorized on-job representative designated in writing by the Contractor prior to commencement of any work.

“Suppliers” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“Work” of the Contractor or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment, and things useful or necessary in order to complete the Contract.

02

APPLICABLE REQUIREMENTS

The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the City, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Contractor performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to the Owner’s Representative, he shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work.

Georgia Department of Transportation (GDOT) State of Georgia Standard Specifications - Construction of Transportation Systems 2021 Edition, and Supplemental Specifications Book 2016 edition, and applicable Special Provisions and Supplemental Specifications. 2010 Americans with Disabilities ACT (ADA) Standards for Accessible Design and Architectural Barriers ACT (ABA) Accessibility Standards. MUTCD (Latest edition), published by ATSSA/ITE/AASHTO. Standard specification for Hwy bridge 917th edition 2002, publish by the American Association of State Highway and Transportation Officials (AASHTO).

03

NOTICE AND SERVICE THEREOF

Any notice to Contractor from the Owner's Representative or Construction Manager relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work site.

04

SPECIFICATIONS

- .01 The Specifications, the Drawings accompanying them, and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.
- .02 The General Contractor will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.
- .03 Unless otherwise stipulated, the General Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. He shall be responsible for entire Work and every part thereof.
- .04 Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- .05 Upon signing the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.
- .07 Contractor shall comply with all AASHTO, ABA, MUTCD, and ADA design criteria for multi-use trails.
- .08 Contractor shall comply with all lumber product requirements provided by the American Wood Preservers Association.

05

DRAWINGS AND SPECIFICATIONS

- .01 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner's Representative.
- .02 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

- .03 If existing utilities or structures are indicated by the Contract Documents, no warranty is made as to the accuracy or completeness of such indication.
- .04 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Designer and Construction Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities without provided written direction from the Design team and Construction Manager shall be done at the Contractor's risk.
- .05 The Designer or Construction Manager may furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- .06 **Abridging:** Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods requires that the Contractor:
 1. Provide each item mentioned and indicated, of quality or subject to qualifications noted.
 2. Perform according to conditions stated, each operation prescribed.
 3. Provide therefore all necessary labor, equipment, and incidentals.
- .07 **Wording:** Whenever in these Specifications or on the Drawings the words "directed," "required," "permitted," "ordered," or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the Designer and Construction Manager is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to the Designer and Construction Manager.
- .08 **Specification Sections:** For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the Construction Manager an arbiter to establish limits to the contracts between the Contractor and Subcontractors, nor shall such separation be interpreted as superseding normal union jurisdictions.
- .09 **Language:** Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to the Construction Manager for the entire Contract and the execution of all work referred to in the Contract Documents.

06

PRESENT DOCUMENTS GOVERN

The Contractor shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

07**CONTRACTOR'S SHOP DRAWINGS**

- .01 The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.
- .02 Shop Drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.
- .03 Shop Drawings must be approved by the Designer and Construction Manager before the work in question is performed. Drawings for false work, centering, and form work may also be required, and in such cases, shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Contractor's Shop Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his Shop Drawings with the approved Drawings and Specifications.
- .04 It is the responsibility of the Contractor to check all Shop Drawings before they are submitted to the Designer and Owner's Representative for approval. Shop Drawings which have not been checked and approved by the Contractor will not be approved.
- .05 Shop Drawings shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Contractor.
- .06 The Contractor shall furnish the Construction Manager with digital copies of all Shop Drawings in Procore for approval.
- .07 The Contract Price shall include the cost of furnishing all Shop Drawings and the Contractor will be allowed no extra compensation for such drawings.
- .08 The approval of such Shop Drawings shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the Owner's Representative has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Shop Drawings. When the Contractor does call such deviations to the attention of the Construction Manager, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

08**INSTRUCTIONS, CHANGES, ETC.**

- .01 All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work.
- .02 If the Contractor claims that any instruction by Drawings or otherwise involves extra cost or an extension of time, he shall notify the Construction Manager in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.

- .03 No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.
- .04 No extra work is to be performed or any changes made that involve any extra cost or extension of time unless approved by the Construction Manager and authorized by Change Order.

09

EXAMINATION OF WORK BY CONTRACTOR

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Construction Manager, Designer or the Owner's Representative, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

10

MATERIALS, SERVICES, AND FACILITIES

- .01 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.
- .02 Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
- .03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer.
- .04 Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Construction Manager, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Construction Manager, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.

11

REQUESTS FOR SUBSTITUTIONS

Requests for substitutions of proprietary products or of a particular manufacturer or vendor must be accompanied by documentary proof of equality, and difference in price and deliveries, if any, in form of certified quotations from Suppliers of both specified and proposed equipment. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Owner's Representative. The opinion of the Construction Manager and Designer shall be final and no substitute material or article shall be purchased or installed without such written approval.

In case of a difference in price, the Construction Manager shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the Construction Manager with any savings to be obtained. However, the Construction Manager shall not be charged for any additional cost in case of a price difference increase.

12

INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Construction Manager. The cost of such inspection and testing shall be paid by the Contractor. The Contractor shall furnish evidence satisfactory to the Construction Manager that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

13

INSPECTION OF WORK

- .01 The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Construction Manager and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Construction Manager or its representative at the site of the Work shall not be construed to, in any manner, relieve the Contractor of this responsibility for strict compliance with the provisions of the Contract Documents.
- .02 If the specifications, the Owner's Representative instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the Construction Manager timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Construction Manager shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor having secured all certificates of inspection will deliver same to the Construction Manager upon completion. If any work should be covered up without approval or consent of the Construction Manager, it shall, if required by the Construction Manager be uncovered for examination at the Contractor's expense.
- .03 Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the Construction Manager shall be final and conclusive and binding upon all parties to the Contract.

14

AUTHORITY OF THE OWNER'S REPRESENTATIVE

- .01 The Contractor shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Owner's Representative. The Construction Manager shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the Designer and the Construction Manager.
- .02 The approval of the Construction Manager of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.

15

PROHIBITED INTERESTS

No official of the Construction Manager who is authorized in such capacity and on behalf of the Owner's Representative to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any design, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, Consultant, attorney, engineer, or inspector of or for the Construction Manager who is authorized in such capacity and on behalf of the Owner's Representative to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

16

REJECTIONS OF WORK AND MATERIALS

- .01 All materials and equipment furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within forty-eight hours from the date of letter of notification, the Construction Manager shall have the right and authority to stop the Contractor and his work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Contractor. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the Construction Manager.
- .02 Inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the Construction Manager and accepted or estimated for payment. The failure of the Construction Manager to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective. All work, material, and/or equipment shall be guaranteed against defects for a period of one year from the date of Project acceptance as established by the Construction Manager.

17

WEATHER CONDITIONS

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the Construction Manager, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor. Extensions of time will not be granted due to weather conditions unless proven by a NOAA Weather Log and documented critical path schedule proving such delays.

18

ROYALTIES AND PATENTS

The Contractor shall hold and save the Owner Representative, Construction Manager, and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Construction Manager, unless otherwise specifically stipulated in the Contract Documents.

19

CONTRACTOR'S PERSONNEL

- .01 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Construction Manager prior to start of the Work. The Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor.
- .02 Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

20

LINES, GRADES, AND MEASUREMENTS

- .01 Such stakes and markings as the Construction Manager may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings, or gross negligence on the Contractor's part resulting in loss of same, may result in the Contractor being charged for their replacement.
- .02 The Contractor must exercise proper care and caution to verify the grades and figures given him before proceeding with the Work, and shall be responsible for any damage or defective work caused by his failure of such care and caution. He shall promptly notify the Construction Manager of any errors or discrepancies he may discover in order that the proper corrections may be made.

21

PERMITS AND INSPECTION FEES

Permits shall be secured and paid for by the Contractor and inspections will be required.

22

LAWS AND REGULATIONS

The Contractor's attention is directed to the fact that all applicable Federal, State, and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and City in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, he shall herewith report the same, in writing, to the Construction Manager. He shall at all times himself observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the Construction Manager and its agents against any such law, ordinance, regulation, order, or decree, whether by himself or by his employees.

23

CONTRACTOR'S OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. He shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

24

SUBCONTRACTING

- .01 The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless the Work and the contractor proposed to perform it have been declared in the Proposal to the Contract; or the Contractor shall have obtained written approval from the Owner's Representative. **THE CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT ANY WORK ON THIS PROJECT WHICH THE CONTRACTOR SECURES IN VIOLATION OF THIS PROVISION SHALL BE DEEMED A GRATUITY FROM THE CONTRACTOR FOR WHICH THE CONSTRUCTION MANAGER SHALL NOT BE OBLIGATED TO PAY.**
- .02 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Construction Manager.

25

ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Construction Manager

26

CONTRACTOR'S HOLD HARMLESS AGREEMENT

The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work, to persons or property, including employees and property of the Owner Representative and Construction Manager. The Contractor shall at its sole cost and expense indemnify, hold harmless, and defend the Owner Representative, its respective officers, directors, employees, advisors, agents, successors, permitted assigns and Construction Manager, from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the Owner Representative or the Construction Manager, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the Owner Representative and/or Construction Manager, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

27

LAND AND RIGHTS-OF-WAY

- .01 Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the Construction Manager, and shall conduct his work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate the Construction Manager fully for any loss or expense arising from failure of the Contractor to perform as required by such entity.
- .02 The Contractor shall provide at his own expense and without liability to the Construction Manager any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

28

PROTECTION OF WORK, PROPERTY, AND PERSONS

- .01 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

- .02 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and safety and protection of the Work, the public, and adjoining property. He will notify the Construction Manager of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- .03 The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. He shall notify the Construction Manager promptly on discovery of any conflict between the Contract Documents and any existing facility.
- .04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the Construction Manager, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the Construction Manager within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.
- .05 All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the Construction Manager harmless from the result of any damage that may occur as a result of the Contractor's activities.

29

PRIOR USE BY THE OWNER

Prior to completion of the Work, the Owner may take over operation and/or use of the incomplete Project or portions thereof. Such prior use of facilities by the CID or the City shall not be deemed as acceptance of any work or relieve the Contractor from any of the requirements of the Contract Documents.

30

CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the CID.

31**BARRICADES**

- .01 Contractor shall provide barricades and protective barriers around excavations so that the public is adequately warned of such hazards.
- .02 Access to Site: Delivery of construction materials and equipment shall be only from locations approved by the Owner's Representative.

32**CHANGES IN THE WORK**

- .01 The Construction Manager may at any time, as the need arises, order changes within the scope of Work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.
- .02 The Construction Manager, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Construction Manager unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Construction Manager written notice thereof within fifteen days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Construction Manager.
- .03 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.
 1. Unit prices previously approved.
 2. An agreed lump sum.
 3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent (15%) of the actual cost of such work to cover the cost of general overhead and profit.

33**TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- .01 It is hereby understood and mutually agreed, by and between the Contractor and the Construction Manager, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
- .02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner's Representative, which the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

- .03 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner's Representative, the amount specified herein, not as a penalty, but as liquidated damages.
- .04 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, or to the public enemy, acts of the City, acts of another contractor in the performance of the contract with the Construction Manager, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.
- .05 Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify the Construction Manager, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.
- .06 Where the Owner's Representative has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, the Construction Manager, at its option, may, in lieu of all or a portion of liquidated damages owed by the Contractor, charge the Contractor for actual cost of administering the Contract for the period subsequent to expiration of the Contract completion date (not to exceed the total amount which could be assessed under liquidated damages).

34

PAYMENTS TO CONTRACTOR

- .01 **Cost Breakdown** - The Contractor shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications and shall be further subdivided into labor and materials.

35

SCHEDULES, REPORTS, AND RECORDS

- .01 The Contractor shall submit to the Owner's Representative such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Construction Manager may request concerning work performed or to be performed.
- .02 Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- .03 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

36 OWNER'S REPRESENTATIVE'S RIGHT TO SUSPEND OR TERMINATE WORK

- .01 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract Documents, then the Owner's Representative may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum of seven days from delivery of a written notice, declare the Contract in default, take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and call upon the surety to finish the Work by whatever method deemed expedient.
- .02 Where Contractor's services have been so terminated by Construction Manager, the termination will not affect any rights or remedies of Construction Manager against Contractor then existing or which may therefore accrue. Any retention or payment of moneys due Contractor by Construction Manager will not release Contractor from liability. If the Contractor can establish or it is otherwise determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the Construction Manager and the rights and obligations of the parties governed accordingly.
- .03 Upon seven days' written notice to Contractor, the Construction Manager may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the Construction Manager elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):
 1. For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
 2. For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;
 3. For amounts paid in settlement of terminated contracts with Subcontractors and Suppliers;
 4. Reasonable expenses directly attributable to termination including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court costs;
 5. Contractor shall not be paid on account of anticipatory profits or overhead or consequential damages.

37 ACCEPTANCE OF WORK AND FINAL PAYMENT

- .01 Before final acceptance of the Work and payment to the Contractor of the percentage retained by the Construction Manager, the following requirements shall be complied with:
 1. **Final Inspection:** Upon notice from the Contractor that his work is completed, the Construction Manager shall make a final inspection of the Work, and shall notify the Contractor of all instances where his work fails to comply with the Drawings and Specifications, as well as any defects he may discover. The Contractor shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications.

2. **Final Payment:** When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment shall not be due until the Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.
- .02 Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the Construction Manager. Payments otherwise due the Contractor may be withheld by the Owner's Representative because of defective work not remedied and unadjusted damage to others by the Contractor or Subcontractors, vendors, or laborers.
- .03 All claims for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the Owner's Representative. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by the Construction Manager

38

CLAIMS

For purposes of this Contract the term "Claim" means any demand, contention, or assertion seeking additional time or money under the terms of this Contract, the adjustment or interpretation of Agreement terms, or other relief arising from disputes regarding the Work or changes to the Work. Claims by the Contractor must be made in writing and contain all of the following or such Claims are released: (a) a narrative statement describing the bases of the claim; (b) a narrative statement describing the monetary amount of the claim; (c) the precise number of days claimed as a result of any delay; and (c) a detailed calculation of the precise amount of additional compensation claimed with all required supporting documentation. All Claims must reference the specific provisions of the Contract Documents relied upon to support the Claim and specifically, this Section and the fact that the Claim is being submitted under this Section. Any writing or other form of notice, however designated, which fails to specifically reference this Section by name, shall not be deemed to constitute a valid Claim under this Contract.

Contractor must submit a written Claim to the Owner Representative or the Construction Manager within five (5) calendar days of the occurrence of the event giving rise to the Claim. All information required in the Claim must be submitted within the time limits established herein, and no supplementation of the information shall be permitted. Any attempted reservation of the right to submit or supplement an earlier made Claim shall be void.

At the Owner's Representative sole election, any Claim arising out of or related to this Agreement shall be subject either to binding arbitration or litigation at the Owner's option. Prior to arbitration or litigation, the Parties shall endeavor to resolve Claims or disputes in accordance with the terms of this Agreement. If the Owner issues a written demand for mediation, Contractor agrees to participate in non-binding mediation as a condition precedent to any litigation or arbitration.

If Claims are not resolved by negotiation, mediation, or otherwise, and the Owner's Representative elects' arbitration, the arbitration shall be held in Atlanta, Georgia and shall be in accordance with the Construction Industry Arbitration Rules of the American

Arbitration Association currently then in effect or such other similar rules and organization as the Owner Representative may elect. The demand for arbitration shall be in writing and filed with the appropriate organization selected by the Construction Manager and shall be served on the Contractor. The agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the Owner Representative or Construction Manager costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the Owner Representative or Construction Manager if it is the prevailing Party.

Except at the Construction Manager sole discretion and with its consent, no arbitration or litigation arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, any other person or entity, including but not limited to any of Contractor's subcontractors and suppliers, and any other separate contractors or suppliers. The Owner's Representative consent or election to allow consolidation or joinder shall not constitute consent to arbitration of any Claim not subject to arbitration pursuant to this Agreement. Any award rendered by an arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

If the Owner does not elect arbitration, any Claims shall be resolved in the Superior Court of Fulton County, Georgia. Contractor hereby submits to jurisdiction and venue in Fulton County, Georgia, and waives all defenses based on a lack of jurisdiction and/or venue. Contractor acknowledges that this Agreement was negotiated, at least in part, in Fulton County, Georgia. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the Owner costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the Owner if it is the prevailing Party.

Contractor agrees that nothing contained herein (including but not limited to Claims or disputes as to payment, time, scope of the work, changes or any other type of claim, issue, disagreement or dispute) shall excuse Contractor from proceeding promptly with the Work or any written directive provided to Contractor concerning any changed, additional, or extra work that the Owner or Owner's Representative directs Contractor to perform in writing, regardless of whether entitlement or quantum or both are disputed. Contractor expressly agrees to perform the Work and follow any written directive of the Owner Representative or Construction Manager concerning any changed, additional, or extra work notwithstanding the existence of Claims or disputes. Contractor agrees that it will follow the dispute resolution provisions included in this Contract, and that any remedy Contractor may be entitled to receive is to be determined under the dispute resolution provisions of this Contract. Contractor agrees that any refusal by it to proceed with either the Work or any written directive of the Owner Representative or Construction Manager concerning any changed, additional, or extra work for any reason (including but not limited to Claims or disputes as outlined herein) shall constitute a material breach and default of this Contract for which Contractor and its surety are responsible.

GUARANTEE AND CORRECTION OF WORK

The Contractor shall guarantee all Work to have been accomplished in conformance with the Contract Documents. Neither the final certificate of payment nor any provision of the Contract Documents, nor partial or entire occupancy or use of the Work by the Construction Manager, shall constitute an acceptance of any part of the Work not done in accordance with the Contract Documents, or relieve the Contractor of liability for incomplete or faulty materials or workmanship. The Contractor shall promptly remedy any omission or defect in the Work and pay for any damage to other improvements or facilities resulting from such omission or defect which shall appear within a period of one year from the date of final acceptance unless a longer period is elsewhere specified. In the event that the Contractor should fail to make repairs, adjustments, or other remedy that may be made necessary by such defects, the Construction Manager may do so and charge the Contractor the cost thereby incurred.

VENUE

The law of the State of Georgia shall govern the construction of this Contract. The courts of the City in which the project is located shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

(End of Section)

APPENDIX B – BONDING & INSURANCE REQUIREMENTS

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City and CID as to form and content has been filed with City and CID. Contractor/Consultant must provide City and CID with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City and CID its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City and CID evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, CID or City may, in addition to any other rights CID and City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the CID and City require and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CID and the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City and CID certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to CID or City, CID or City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to CID and City and submit to CID and City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City and CID.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City and CID by email or in writing at the address listed below by mail within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Email: RiskCOI@AtlantaGa.Gov
Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303

Email: elizabeth@upperwestsideatl.org
Upper Westside CID
976 Brady Avenue, Suite 100
Atlanta, GA 30318

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City and the CID with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term prior to your Certificate of Insurance (COI) expiration. Per the contract, it is required that the contractor's insurance agent provide continuous proof of insurance prior to the expiration date of the insurance coverage.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. Certificate Holders

The **City of Atlanta Office of Enterprise Risk Management at 68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303** must be named as certificate holder. All notices must be emailed to: RiskCOI@AtlantaGa.Gov

The **Westside/Howell Mill Community Improvement District at 976 Brady Avenue, Suite 100, Atlanta, GA 30318** must be named as certificate holder. All notices must be emailed to: elizabeth@upperwestsideatl.org

8. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

9. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

CID and City of Atlanta must be covered as Additional Insureds under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to CID and City an Additional Insured Endorsement evidencing CID and City of Atlanta rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. Neither the CID nor the City shall not have liability for any premiums charged for such coverage.**

10. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all sub-Contractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

11. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$2,000,000 combined single limit per occurrence**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/Sub-contractor/Consultants
- Products – Completed Operations
- Pesticide or Herbicide Applicator Coverage
- Explosion, Collapse and Underground (XCU) Liability
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Additional Insured Endorsement* (primary& non-contributing in favor of the Westside/Howell Mill Community Improvement District)
- Waiver of Subrogation in favor of the City of Atlanta
- Waiver of Subrogation in favor of the Westside/Howell Mill Community Improvement District

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta
- Waiver of Subrogation in favor of the Westside/Howell Mill Community Improvement District

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

F. Excess/Umbrella Liability Coverage

Contractor/Consultant shall procure and maintain Excess/Umbrella Liability Coverage in an amount not less than **\$1,000,000** per occurrence. The following indicated extensions of coverage must be provided:

- Waiver of Subrogation in favor of the City of Atlanta
- Waiver of Subrogation in favor of the Westside/Howell Mill Community Improvement District

G. Builder's Risk Coverage

Contractor/Consultant shall procure and maintain Builder's Risk Coverage containing no less than 100% of the full replacement value of the completed construction.

H. Professional Liability Insurance (As Needed)

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three-year Extended Reporting Provision.

I. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City and the Westside/Howell Mill Community Improvement District in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of said surety. **Which shall be a U.S. Treasury Circular 570 listed company.**

J. Railroad Liability Insurance (If project work takes place within 50 feet of Railroad)

Contractor/Consultant must procure and maintain Railroad Liability Insurance in an amount not less than **\$5,000,000 per occurrence subject to a \$10,000,000 aggregate** with an SIR of no larger than **\$100,000**.

K. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

V. ATTACHMENTS

17th STREET SIDEWALK Atlanta, Georgia

a. PROJECT SPECIFIC SPECIAL PROVISIONS

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

Section 150 – Traffic Control

Section 150.6 – Special Conditions

Section 636 – Signs Post

b. BONDING INFORMATION

c. EBO SUBCONTRACTOR INFORMATION

SPECIAL PROVISIONS

150.6 Special Conditions

- A. Lane Closures
 - 1. Lanes closures or interruptions to traffic are not allowed from 7:00AM and 9:00AM or between 4:00PM and 6:00PM.
- B. No nighttime activities are allowed as per City Code unless approved by the City of Atlanta and the CID.
- C. Construction Staging: contractor shall limit its construction staging activities to the public parking spaces on Reservoir Drive.

SECTION 636 – SIGNS POST

General Description

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

Add the following:

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

Requirements:

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

Specification and Fabrication: SEE PLANS

A. See Plans for more information.

Bolts and Assembly

Follow GDOT Specification 636, 911 as written.

Payment will be made under

Item No. 636-	Highway Signs	EA
Item No. 636-	Galv Steel Posts	EA

PERFORMANCE BOND
NOT DUE AT TIME OF BID

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

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

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

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

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

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

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

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

ATTEST: _____ (SEAL)
Principal

By: _____

Typed Name and Title

WITNESS: _____ (SEAL)
Surety

By: _____

PAYMENT BOND
NOT DUE AT TIME OF BID

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

WHEREAS, the Principal has entered into a certain written Contract, dated the _____ day of _____, 20____, with the Obligee for the construction of the **17th Street Sidewalk**, which Contract is by reference made a part hereof.

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

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

ALL persons who have furnished labor, material, machinery or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, machinery, and equipment furnished or the subcontract completed, as provided in O.C.G.A. §36-82-104.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor or material having a direct contractual relationship with a Subcontractor, but no contractual relationship express or implied with Principal, unless such person shall have given written notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer. **PROVIDED, FURTHER**, that any suit under this Bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

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

ATTEST: _____ (SEAL)
Principal

By: _____

WITNESS: _____ (SEAL)
Surety

By: _____

EBO SUBCONTRACTOR INFORMATION

Bidders may identify Certified SBE Firms through City of Atlanta's Office of Contract Compliance (OCC)'s Registry of Certified Firms.

To access OCC's real time registry of certified vendors, visit City of Atlanta's Supplier Diversity Management System (SDMS) Compliance Management portal at: <https://atlantaga.gob2g.com/?TN=atlantaga>

Search by "Industry" for a list of firms in that category or search for a specific company under "Company Name". You may also go to the website: <https://www.atlantaga.gov/contractcompliance> and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

For example, using OCC's database, a search for EBO Certified SBE firms under NAICS Code 237310 yields the following results as of November 11, 2025 (see next page):

Search Parameters		Edit Parameters	Clear Parameters
CERTIFICATIONS	Small Business Enterprise (SBE)		
COMMODITY CODES	NAICS 237310: Concrete paving (i.e., highway, road, street, public sidewalk) NAICS 237310: Curbs and street gutters, highway, road and street, construction NAICS 237310: Grading, highway, road, street and airport runway NAICS 237310: Highway, Street, and Bridge Construction		

Vendor	Location	Certification
A & S Paving, Inc.	LITHONIA, GA	SBE
AM PM CONCRETE CUTTING INC	Dallas, GA	SBE
Anatek, Inc.	MARIETTA, GA	SBE
Archidext Construction, LLC	Atlanta, GA	SBE
AUTACO DEVELOPMENT, LLC	EAST POINT, GA	SBE
Brindley Pieters & Associates, Inc.	Atlanta, GA	SBE
BRTU Construction, Inc.	Atlanta, GA	SBE
Bryson Constructors, Inc.	East Point, GA	SBE
Civil Works, Inc.	College Park, GA	SBE
Excellere Construction, LLC	Marietta, GA	SBE
EXPRESS CONCRETE & TRAFFIC CONTROL INC	SUWANEE, GA	SBE
GEORGIA PAVING INC.	Duluth, GA	SBE
Gosalia Concrete Constructors, Inc.	Marietta, GA	SBE
Gregory Jones Asphalt, LLC	ATLANTA, GA	SBE
HEH Paving, Inc.	Atlanta, GA	SBE
Helix Group, Inc. (an affiliate of Am Construction, LLC)	Fairburn, GA	SBE
IP CONSTRUCTION, LLC	KENNESAW, GA	SBE
Lagniappe Development Co., Inc.	Cumming, GA	SBE
LCW Engineering, Inc.	Decatur, GA	SBE
Lori's Transportation & Excavation, LLC, DBA (an affiliate of Ciropic Construction, Inc., CIROHUB, Ciropic, LLC, et al)	Atlanta, GA	SBE
Precision 2000, Inc., DBA P2K	ATLANTA, GA	SBE
Scott's Trucking & Hauling, LLC	Decatur, GA	SBE
Skinner Development, Inc.	Stone Mountain, GA	SBE
SoCo Contracting Company, Inc.	Atlanta, GA	SBE
The Corbett Group, LLC	DOUGLASSVILLE, GA	SBE
Triple R Paving & Construction LLC	Rex, GA	SBE

VI. REQUIRED BID SUBMITTAL FORMS

BID SUBMITTAL FORMS

(PLEASE SUBMIT IN THIS ORDER)

17th Street Sidewalk Atlanta, Georgia



UPPER WESTSIDE

Bid Submission Deadline: 12/17/2025 by 2:00 p.m. ET

Westside/Howell Mill Community Improvement District

Address: Upper Westside CID
976 Brady Avenue, Suite 100
Atlanta, GA 30318

1. **BID FORM COVERPAGE**

**17th Street Sidewalk
Atlanta, Georgia**
(ON TOP, FIRST PAGE OF SUBMITTAL)

Grand Total \$ _____ **(in figures)**

\$ _____
(Total Cost in Words)

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME:	BID (Duration 60 days) DATE:
MAILING ADDRESS:	PHONE:
CITY:	FEDERAL TAX ID:
STATE:	ZIP:
EMAIL:	TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:	AUTHORIZED SIGNATURE:

BID SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your bid.
2. It is the sole responsibility of each bidder to ensure their bid is inclusive of all documents outlined below or elsewhere in this ITB.
3. **Failure to submit any of the items below may cause rejection of the Bid.**

<u>DOCUMENTATION DESCRIPTION</u>	<u>INITIAL IF INCLUDED</u>
----------------------------------	----------------------------

REQUIRED BID SUBMITTAL FORMS

1. **BID FORM COVERPAGE** _____
2. **BID SUBMITTAL CHECKLIST** _____
3. **BID FORM PROPOSAL** _____
4. **W-9 FORM (WWW.IRS.GOV/PUB/IRS-PDF/FW9.PDF)** _____
5. **BID BOND 5%** _____
6. **NON-CONFLICT OF INTEREST** _____
7. **CORPORATE CERTIFICATE** _____
8. **IMMIGRATION REFORM**
AND ENFORCEMENT ACT -CONTRACTOR AFFIDAVIT _____
9. **ILLEGAL IMMIGRATION REFORM**
AND ENFORCEMENT ACT-SUBCONTRACTOR AFFIDAVIT _____
10. **ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS** _____
11. **ACKNOWLEDGEMENT OF BIDDER** _____
12. **NON- COLLUSION CERTIFICATION** _____
13. **REFERENCE AND RELEASE FORM** _____
14. **SUBCONTRACTOR INFORMATION FORM** _____
15. **EXCEPTIONS TO SPECIFICATION FORM** _____
16. **COMPANY OWNED EQUIPMENT FORM** _____
17. **APPENDIX A – EQUAL BUSINESS OPPORTUNITY FORMS** _____
18. **PROFESSIONAL LICENSES** _____
19. **BUSINESS LICENSE** _____
20. **UTILITY LICENSE (MAY BE PRIME OR SUBCONTRACTOR)** _____

INSERT BID FORM HERE
(Statement of Values)

1.1 W-9 FORM

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.						
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►						
5 Address (number, street, and apt. or suite no.) See instructions.				Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
or							
Employer identification number							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
--------------	-------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2.1 BID BOND 5%

BID BOND - Five Percent (5%) of Bid

KNOW ALL MEN BY THESE PRESENTS, that we, the _____
undersigned _____, as **Contractor**,
and _____, as **Surety**, are hereby held and firmly bound unto
Westside/Howell Mill Community Improvement District (“CID”), in the penal sum of (\$ _____
) dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 2020

The condition of the above obligation is such that whereas the **Contractor** has submitted to the CID a certain **Bid** attached hereto and hereby made a part hereof to enter into a contract in writing for the following work:
Furnish all labor, materials and equipment for the construction of 17TH STREET SIDEWALK in the City of Atlanta.

NOW, THEREFORE,

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

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

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

(SEAL)

Contractor

By: _____

(SEAL)

Surety

By: _____
Georgia Representative

3.1 NON-CONFLICT OF INTEREST

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

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

Signature: _____

Type Name: _____

Title: _____

Company: _____

4.1 CORPORATE CERTIFICATE

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

This _____ day of _____, 20 ____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

Partnership, LLC and other entities:

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

This _____ day of _____, 20 ____.

(Printed Name)

(Signature)

5.1 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Project: 17th STREET SIDEWALK, Atlanta, Georgia

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____. 20____.

NOTARY PUBLIC

My Commission Expires:

6.1 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

17th STREET SIDEWALK

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

7.1 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I, _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the Westside/Howell Mill Community Improvement District requirement for 17th STREET SIDEWALK for Atlanta, Georgia pertaining to insurance and/or bonding.

Westside/Howell Mill Community Improvement District

Bidder understands that it is required to name the City of Atlanta **and the Westside/Howell Mill Community Improvement District** on insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Bidder understands, acknowledges, and agrees that its failure to fully comply with these requirements within five (5) days and more than ten (10) days of the date of Contract. The Westside/Howell Mill Community Improvement District may forfeiture of the bid guarantee submitted with its bid and/or the disqualification of Bidder from further consideration for the contract.**

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

Date: _____, 20 ____.

Corporate Bidder

Name: _____

Title: _____

Non-Corporate Bidder

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

Notary Public (Seal)

My Commission Expires: _____

8.1 ACKNOWLEDGEMENT OF BIDDER

STATE OF GEORGIA

Westside/Howell Mill Community Improvement District

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

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

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ day
of _____ 20____.

Notary Public in and for the State of _____

(Seal)

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

9.1 NON-COLLUSION CERTIFICATION

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

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

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

Amendment Nos.: 1 2 3 4 5 . I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

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

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

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

(Print Company Name Here)

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

Joint Bidder:

(Print Company Name Here)

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

Joint Bidder:

(Print Company Name Here)

By _____ (Seal)

(Name of Notary Public Here)

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

(Federal ID No./IRS No.)

10.1 REFERENCE AND RELEASE FORM

List at least three (3) references for the Prime bidder and each proposed subcontractor using a separate Reference and Release Form for each. (Please make copies as necessary and submit with the Bid.) Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

(ONLY LIST RELEVANT TRAIL EXPERIENCE ON THIS PAGE)

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

REFERENCE CHECK RELEASE STATEMENT

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

Company Name _____ Bidder Subcontractor

Authorized Signature _____

Title _____

Date _____

11.1 SUBCONTRACTOR INFORMATION FORM

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

Please list all proposed Subcontractors below:

1. TYPE OF WORK:

Name _____

Zip

2. TYPE OF WORK:

Name _____

_____, _____, _____, _____, _____

3. TYPE OF WORK:

Name _____

_____ , _____ , _____ , _____

Zip

4. TYPE OF WORK:

Name _____

_____ , _____ , _____ , _____

12.1 EXCEPTIONS TO SPECIFICATIONS FORM

If there are any exception(s) or clarification(s) taken to the Specifications set forth in this ITB use this sheet and list the specification's description and page number to which you are taking an exception. ANY exception(s) to the ITB Specifications shall be explained in full. No exceptions shall be taken to CID's insurance or indemnification provisions. The CID will determine the Bidder's compliance with the bid requirements based on the information submitted and its exceptions to the Specifications. Attach additional pages if more space is needed.

Item Description and Page Number	Description of Exception

13.1 COMPANY OWNED EQUIPMENT FORM (SUBMIT THIS PAGE OF EQUIPMENT USED FOR THIS PROJECT)

Registration Number	Description (Do not include work trucks)

ATTACH THE FOLLOWING:

1. PROFESSIONAL LICENSE
2. BUSINESS LICENSE
3. UTILITY LICENSE (MAY BE PRIME OR SUBCONTRACTOR)

APPENDIX A



CITY OF ATLANTA

Andre Dickens
Mayor

SUITE 5100
68 MITCHELL STREET
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Rocsean Spencer
Director
rspencer@atlantaga.gov

MEMORANDUM

TO: **Chandra Houston, Chief Procurement Officer**
Department of Procurement

FROM: **Rocsean Spencer, Director** Initial
RS
Mayor's Office of Contract Compliance

RE: **SBO Program Documents for Project No.: 4007 -- 17th Street Sidewalk**

DATE: **11/05/2025**

The SBO bid documents with project specific availability for Project No.: **4007 -- 17th Street Sidewalk** is enclosed.

The entire OCC package, including both the standard and project specific SBO/EEO sections must be included in the bid documents. Please note that the enclosed package is solely for this project.

If there are questions, please contact me at (404) 330-6010, or Wendy Theodore **at (404) 330-6114**.

cc: File
Karri Thomas, DOP
Rodney Nicol, OCC



CITY OF ATLANTA

Andre Dickens
Mayor

SUITE 5100
68 MITCHELL STREET
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Rocsean Spencer
Director
Rspencer@atlantaga.gov

11/05/2025

RE: 4007 -- 17th Street Sidewalk

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity, or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers, and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity, and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for SBE participation for this project and the SBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

TABLE OF CONTENTS

Policy Statement	1
Implementation of SBO Policy	2
Determination of Non-discrimination During Bid Process	2
OCC Review of Bidder Submissions.....	3
Equal Business Opportunity Program Bid RFP Submittals	4
Monitoring of SBO Policy.....	4
Implementation of EEO Policy.....	4
Monitoring of EEO Policy.....	4
Small Business Opportunity SBE Goals for This Project	5
Small Business Opportunity Program Reminders	6
Covenant of Non-discrimination (SBO-1)	7
SBO Subcontractor Contact Form (SBO-2)	8-9
SBO Subcontractor Utilization Plan (SBO-3).....	10
Letter of Intent	11-12
Termination/Substitution Acknowledgement Form	13
WorkSource Atlanta Determination of Applicability	14
WorkSource Atlanta Program Policy Statement	15
First Source Jobs Information Forms	16-22

CITY OF ATLANTA
SMALL BUSINESS OPPORTUNITY PROGRAM
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunities for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis size as it relates to revenue and number of employees. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed its' various diversity inclusion programs. The purpose of the Small Business Opportunity Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting Small Business Enterprises (SBEs) to actively participate in the City's procurement process and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources.

It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap, or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of these program is to mitigate the present and ongoing effects of the past and present discrimination against women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including firms that are Small Business Enterprises themselves, must comply with the City of Atlanta's SBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of SBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as subcontractors and/or suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating, and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors (both small and non-small business enterprises) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include all subcontractors (both small and non-small business enterprises), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following.

1. Covenant of Non-Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit SBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business, certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an SBE, the SBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an SBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non-Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement, which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of SBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded, and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Small Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore excluded from consideration.

Monitoring Of SBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan, all executed subcontract agreements, operating agreements, other contract governing documents, along with all other pertinent records required by OCC as deemed necessary will be placed on file. Said documentation shall be in a format that is established by the Office of Contract Compliance and will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific SBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific SBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

Equal Business Opportunity SBE GOALS for this Project

Project No.: 4007 -- 17th Street Sidewalk

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

237310: Highway, Street, and Bridge Construction
561990: All Other Support Services

The above referenced dominant NAICS code(s) was/were used for the purposes of calculating the appropriate participation goal(s). However, COA certified SBE Prime proponents responding to this solicitation may consider any COA certified SBE firm(s) that performs a commercially useful function in the execution of the project to be eligible for participation credit.

The availability of certified SBE firms for the procurement categories in the various scopes associated with this project is:

15% SBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Small Business Opportunity Program Reminders

1. **Certification.** It is the prime contractor's responsibility to verify that all SBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC monitor of Record.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of Appendix A documents are available on the OCC webpage should you require additional pages.
4. **SBO/EBO Ordinance.** The SBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 -1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non- certified), visit our SDMS Compliance Management portal at:
www.atlantaga.gob2g.com.
7. **Contract Assurance.** The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of City ordinance 2-1448 a (2) in the award and administration of any eligible City contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are enforceable through the City of Atlanta regulations.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunities for all people doing business with the City of Atlanta. The undersigned covenants that we have not discriminated against, on the basis of race, gender, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBO-2 and SBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this _____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

FORM SBO-1

SUBCONTRACTOR CONTACT FORM

1.1 List all subcontractors or suppliers (SBE and Non-SBE Certified) that were contacted regarding this project.

FORM SBO-2 (Page 1 of 2)

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise

Company Name: _____ Project Name: _____ Contract #: _____

Contact Name (Print): _____ Date: _____

SBO-2 (Page 2 of 2)

SMALL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, SBE Certified, and Non-SBE Certified subcontractors/suppliers, including lower tiers, to be used on this project.

Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (M/FBE and DBE Certification will NOT Suffice for this Procurement)

SBE% _____ Proponent Company Name: _____

Project Name: _____ Contract # _____

Contact Name (Print): _____

SBO-3

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)
LETTER OF INTENT

Contract # _____

Proponent Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Subcontracting Firm: Firm Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Sub firm Contact Person: Name: _____ Phone: (____) _____

Firm is performing as: Non-certified Sub Certified Sub Joint Venture Team Member

If Certified, Certification # and Expiration Date: _____

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Subcontractor amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) _____ (Title) _____

(signature) _____ (date) _____

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

Contract # _____

Proponent

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Subcontracting Firm:

Firm Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Sub firm Contact Person:

Name: _____ Phone: (____) _____

Firm is performing as: Non-certified Sub Certified Sub Joint Venture Team Member

If Certified, Certification # and Expiration Date: _____

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Subcontractor amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) _____ (Title) _____

_____ (signature) _____ (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.