

City of Cumming  
City Hall  
100 Main Street  
Cumming, GA 30040  
(770) 781-2036



September 30, 2020

**Request for Proposal  
Buford Dam Road Extension**

The City of Cumming is requesting proposals from qualified contractors for road construction of the **Buford Dam Road Extension**.

Proposals should be typed or submitted in ink and returned in a sealed container marked on the outside with the Buford Dam Road Extension, and City of Cumming. Proposals will be received until 10:00 AM ET on October 28, 2020 at Cumming City Hall third floor receptionist desk. Any Proposal received after this date and time will not be accepted.

Pre-proposal meeting will be held 10:00 AM ET on October 8, 2020 at City Hall. Questions regarding the project should be directed to Foresite Group, LLC, Sydney Robertson at [GSbids@fg-inc.net](mailto:GSbids@fg-inc.net), no later than 10:00 AM ET on October 20, 2020. Proposals are legal and binding upon submission. All proposals to be submitted in duplicate. Awarded contractor will be contacted after November 10, 2020.

To obtain plans and/or plan holders list: A complete set of plans and documents as a PDF may be obtained at no cost from Foresite Group, LLC, Sydney Robertson, 3740 Davinci Court, Suite 100, Peachtree Corners, GA 30092, phone 770-368-1399, email [GSbids@fg-inc.net](mailto:GSbids@fg-inc.net).

**THE PLAN-HOLDERS LIST IS AVAILABLE FROM FORESITE GROUP, LLC**

The written proposal supersedes any verbal or written prior communications between the parties. City of Cumming reserves the right to reject any or all proposals, to waive technicalities and to make an award deemed in its best interest. Proposals may be split or awarded in entirety. City of Cumming reserves the option to negotiate terms, conditions and pricing at its discretion. Companies submitting a proposal will receive award notification via email.

**Specifications**

**Section**

**Title**

**Division 00 – Proposal and Contracting Requirements**

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**Division 01 – General Requirements**

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**Appendix A -**

**Geotechnical Exploration Industrial Park Drive Improvements  
Industrial Park Drive & Castleberry Road  
Cumming, Forsyth County, Georgia**

by: United Consulting, Project No.: FRSTG-20-GA-04239-01, dated: July 16, 2020

**SECTION 107**

REPLACE specification 107.13.F Mailboxes with the following "The Contractor shall be responsible for removing and relocating all mailboxes to a location which is outside of the limits of construction, but also accessible and convenient for mail delivery and patron. The Contractor may need to review locations with the local Post Office. Prior to erecting the mailbox in its permanent location, the Contractor shall coordinate the erection with the local Post Office and patron. The contractor will remain responsible for all damages to mailboxes or posts due to the removal and relocation. All damaged posts and/or mailboxes due to removal and relocation will be replaced by the Contractor at his expense. The Contractor will provide a new mailbox for any existing mailboxes which cannot be relocated."

ADD to specification 107.18 Acquisition of Right-of-Way ""The Contractor shall inspect all easements and right-of-way documents to ensure that the City has obtained all land and rights-of-way necessary to complete the work performed in the Contract Documents. The Contractor shall be familiar with and comply with all stipulations in acquired easements.

ADD to specification 107.21.A "The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the work."

**SECTION 108** REMOVE (refer to Division 00 – GENERAL CONDITIONS)

**SECTION 109** REMOVE (refer to Division 00 – GENERAL CONDITIONS)

All water utility work under this contract shall be in accordance with Cumming Utilities Water System Technical Standards Manual, latest edition.

All sanitary sewer utility work under this contract shall be in accordance with Cumming Utilities Sanitary Sewer and Pump Station Technical Standards Manual, latest edition.

Exceptions – The following items will be provided by other prior to the initiation of construction. These items only apply to proposed work east of Veterans Memorial Parkway.

Sanitary Sewer

Rough Grading – This project currently assumes that the road area will be mass graded by others. Contractor (for this project) will be responsible for fine grading in roadway, grading of shoulders, and backfilling of curbs.

Storm Sewer denoted by shaded lines on construction plans. Contractor (for this project) will be responsible for darker (unshaded) storm sewer pipes and structures.

Stormwater Sediment Storage – This project currently assumes that Temporary Stormwater Sediment Ponds and skimmers will be constructed by others. The contractor is to maintain the basin and skimmers for the duration of construction.

3. The Work shall be constructed under a single prime Contract. Contractor shall have a minimum of 5 years' experience with similar construction projects.
4. Cooperate with separate contractors so that work under those contracts may be completed efficiently, without interfering with or delaying work under this Contract.
5. Use of the Site: Do not disturb portions of the site beyond the areas indicated. Contractor shall not work on the site after 9:00 p.m. or before 7:00 a.m. without written consent from the Owner.

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## SCOPE OF WORK

1. The scope of work includes construction of a two-lane roadway from Castleberry Road to Orchard Circle. The project will commence on Castleberry Road approximately 900 feet north of Anglin Drive and continue along the proposed alignment for 3,354 feet to Orchard Circle approximately 590 feet west of Atlanta Road, with 829 feet of the total being improvements/re-construction of the existing Industrial Park Boulevard. The project will also include intersection improvements at Castleberry Road, Industrial Park Boulevard, SR 20/Veterans Memorial Parkway, and a proposed Roundabout for new development east of SR 20.

All construction west of Veterans Memorial Parkway will conform to plans prepared by Foresite Group, LLC, and will include site and roadway demolition, earthwork, and roadway construction. All construction east of Veterans Memorial Parkway will be based on plans prepared by Kimley-Horn, Inc.

2. Contract Documents – Contractor shall perform all the work required, implied or reasonably inferred from, all plans and specifications listed below, and all clarifications and addendums provided as a part of the proposal process. Construction Drawings for Buford Dam Road Extension prepared by Foresite Group, LLC, and Construction Drawings for Buford Dam Road Extension prepared by Kimley-Horn, Inc.

The Work consists of:

Traffic Control  
Grading Complete  
Erosion Control  
Asphaltic Concrete Roadway, incl. Aggregate Base  
Driveway Concrete  
Concrete Sidewalks  
Concrete Valley Gutter  
Concrete Curb and Gutter  
Pavement Markings and Signage  
Public Water Infrastructure  
Public Sewer Infrastructure  
Landscaping

All work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation systems, 2013 edition, with the following conditions to the Specifications, noted below:

**SECTION 101** REMOVE (refer to Division 00 – GENERAL CONDITIONS)

**SECTION 102** REMOVE

**SECTION 103** REMOVE

**SECTION 104** REMOVE (refer to Division 00 - SCOPE OF WORK)

**SECTION 105** REMOVE (refer to Division 00 – GENERAL CONDITIONS)

6. The Work will require work on and modifications to existing an existing roadway. The Contractor must allow and maintain traffic access to existing adjacent properties at all times and must provide protection and detour routing as necessary.

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## SPECIAL PROVISIONS

In the event there are any discrepancies between the following provisions and other provisions in these documents, the following provisions shall prevail.

1. Individuals, firms and businesses seeking an award of a City of Cumming contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee, or other City representative without permission of the City named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City of Cumming. Violations will be reviewed by the City of Cumming. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

2. METHOD OF AWARD

The Contract will be awarded to the lowest responsive, responsible proposer submitting the proposal complying with the Contract Documents which is in the best interest of the City, as determined by the City.

3. PERMIT FEES

All permitting fees required by City of Cumming Department of Planning and Development and Water and Sewer meter fees have been paid by the City. Contractor is required to obtain all permits necessary for all temporary work, office trailers, water and sewer construction permit, and retaining walls at his own expense.

4. TIME OF WORK

It is understood that the Contractor's proposed construction schedule is based on a normal 40-hour, 5-day workweek, less recognized holidays. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the City a minimum of five days prior to the desired work date. The contractor shall be responsible for any additional expenses incurred by the City as a result of the extended work hours, including overtime hours by Inspector. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

5. EROSION, SEDIMENTATION AND POLLUTION CONTROL MAINTENANCE

No payment will be made for any portion of the project for which temporary erosion, sedimentation and pollution controls are not properly maintained. Any fines or delays for non-compliance of erosion control measures levied by any agency will be the responsibility of the Contractor.

6. CONTRACT DRAWINGS

Contractor will receive PDF's of plans and specs. It is the contractor's responsibility to pay for and have printed from the pdf's hardcopies of plans and specs for the contractor's use.

7. WEATHER DAYS

The following bad weather calendar days shall be anticipated and included in the contractual time period given for project completion. The Contractor's request for additional time due to weather shall only be granted for days beyond those listed below - considering the full term of the contract.

The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor.

January	10 days	July	4 days
February	10 days	August	2 days
March	7 days	September	2 days
April	6 days	October	3 days
May	4 days	November	5 days
June	3 days	December	9 days

8. APPROVED VENDORS

All references to vendors and "approved manufacturers" are included for description of quality and content of the designated equipment/materials. Equivalent items may be accepted if they meet all standards of quality and purpose for the intended use, as determined by City of Cumming.

9. LANGUAGE

There shall be at least one person in a position of responsibility representing the Contractor, on site at all times, who is capable of translating from English to the language used by the workforce.

10. GENERAL CONTRACTOR LICENSE

All proposers must be licensed by the state of Georgia to be a General Contractor.

11. PAYMENT FOR GRASSING

Seeded and sodded lawns will be acceptable provided the conditions of Section 32 9000 have been met, including maintenance, and a healthy, uniform, close stand of grass is established, free of: bare spots in excess of 6 inches square and surface irregularities.

Payment for seeding will be paid at 50% of the total contract amount for seeding until germination and grow-in of permanent grassing has achieved 95% on all areas to be seeded. Payment will be increased to 90% after 95% grow-in has been achieved. Final payment and payment of retainage will be made only after 100% grow-in has been achieved. Permanent seeding may only take place seasonally as listed in the Manual for Erosion and Sediment control in Georgia tables for permanent seeding region M-L. If the permanent Bermuda grass seeding cannot be installed during the specified dates, the contractor, at no additional expense to the owner, shall install temporary seeding and maintain temporary cover until the next season for permanent seeding. In areas where seeding was installed at the proper time per the Manual for Erosion and Sediment Control in Georgia and less than full coverage is achieved per the requirements of the Section 32 9000, which would prevent the owner from opening the facility to the public before the next planting season, the contractor will sod all areas that do not have full coverage – at no cost to the owner. Temporary seeding in high pedestrian traffic areas will not be permitted for facilities that are to open before the next growing season. These areas must be sodded at no cost to the owner. Final payment and release of retainage will not be made until establishment of grass over 100% of the project is acceptable to the City.

12. SCHEDULE OF VALUES

Contractor, after award of contract, shall submit a Schedule of Values, identifying costs for meaningful areas of the Work, such that progress payments can be easily evaluated, as determined by the City.

13. CONTRACTOR EXPERIENCE

Contractor should have completed construction of a minimum of three (3) projects of similar size within the past five (5) years and submit reference contacts on the enclosed form. The Contractor will identify on the Reference Form, by name, the Superintendent for each project. The Superintendent assigned to this project must have directed at least one of the three references.

14. LIST OF SUBCONTRACTORS

Contractor should submit a full List of Subcontractors with the Proposal. Any changes during construction must be approved, in advance, by the City.

15. FINAL ACCEPTANCE

All references to guarantee, warranty or payments that are commencing upon "Final Approval", "Final Certificate for Payment", or "Substantial Completion" or other similar wording shall commence upon acceptance of portions of the Work by the City.

16. AUTHORITY OF ENGINEER

The Engineer will decide all questions that may arise as to the quality and acceptability of materials furnished, work performed, and the rate of progress of The Work; the interpretation of the Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer will determine the quantities of the several kinds of work performed and materials furnished which are to be paid for under the Contract and his determination shall be final.

The Engineer will have the authority to suspend The Work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Contract, or for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of The Work; or for any other condition or reason deemed to be in the public interest.

The Contractor may request and will receive written instructions from the Engineer upon any important items.

After the Contract has been executed, and before work begins, the Engineer may designate a time and place to hold a Preconstruction Conference with the Contractor. The Contractor will also be given a decision on any alternate Traffic Control Plan that he may have previously submitted.

Any matters pertaining to order of work, interpretation of Plans and Specifications, traffic control, utility adjustments, or others, may be discussed at the Preconstruction Conference.

17. CONFORMITY WITH PLANS AND SPECIFICATIONS

All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Plan dimensions and contract Specification values are to be considered as the target values to be strived for and complied with as the design values from which any deviations are allowed. It is the intent of the Specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When either a maximum and minimum value or both are specified, the production and processing of the material

and the performance of the work shall be so controlled that material or work will not be preponderantly of borderline quality or dimension.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable work has been produced, the Engineer shall then make a determination if the work shall be accepted and remain in place. In this event, except in cases where the appropriate price adjustments are provided for in the Specifications covering the materials and/or the finished product, a Supplemental Agreement will be executed documenting the basis of acceptance that will provide for an appropriate price adjustment in the Contract Price for such work or materials as the Engineer deems necessary to conform to his determination based on engineering judgement.

In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the Plans and Specifications, and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

#### 18. COOPERATION BY CONTRACTOR

These Standard Specifications, the Supplemental Specifications, the Plans, Special Provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing descending order will be as follows:

1. Special Provisions
2. Project Plans including Special Plan Details
3. Supplemental Specifications
4. Standard Plans including Standard Construction Details
5. Standard Specifications

Calculated dimensions will govern over scaled dimensions.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

##### A. Specifications of Other Organizations

When work is specified to be done or when materials are to be furnished according to the published specifications of organizations other than the Engineer, the latest specifications published by those organizations at the time contract is completed shall apply unless otherwise specified.

#### 19. COORDINATION

The General Contractor is responsible for becoming familiar with the requirements of all construction documents, which includes drawings, proposal and contract documents, specifications and all addenda.

The Contractor will be supplied with a minimum of two sets of approved Plans and Contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the project site at all times.

Letter prefixes for each drawing sheet indicating the engineering discipline are for convenience only. Information affecting the scope of work for all trades will be found throughout all documents and is not limited to only those documents with the appropriate letter prefix. The General Contractor is responsible for providing subcontractors all necessary information and drawings.

The Contractor shall give The Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, Inspectors, and other Contractors in every way possible.

The Contractor shall have accessible to the Engineer at all times, as his agent, a competent Superintendent, capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

The Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

#### 20. COORDINATION WITH OTHER CONTRACTORS

The Owner reserves the right at any time to Contract for and perform other or additional work on or near The Work covered by the Contract.

When separate Contracts are let within the limits of any one Project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of The Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same Project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

#### 21. COORDINATION WITH UTILITY COMPANIES

It shall be the responsibility of the contractor to coordinate with utility companies for the maintenance and/or relocation of existing utilities in a manner to maintain service, as well as construction of proposed utilities and their mains/services within the site. It is the responsibility of the contractor to maintain a schedule and any necessary coordination drawings to assure that installation of utilities and services do not result in additional expenses such as cutting and patching of asphalt or special excavation by properly timing the installation of those utilities by other parties.

It is understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utility appurtenances in their present location or relocated positions, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him

due to any interference from said utility appurtenances or the operation of moving them. Delays and interruptions to the controlling Item or Items of The Work are covered in Subsection 107.21.G.

All materials and each part of the detail of The Work shall be subject to inspection by the Engineer.

22. TOPOGRAPHIC MAPPING

The topographic mapping utilized for the development of these construction documents is field run survey. The survey was prepared following standard survey practices and standards and are the best available information we have on the site. It is the belief of the City and design consultants that the information is correct, but neither party warrants or implies a level of accuracy beyond standard surveying practices. The contractor should visit the site to review the site topographic conditions and conduct verification surveys if so desired prior to the proposal to verify the accuracy of the information provided. Topographic variations discovered after proposing will not be grounds for additional compensation.

23. CONSTRUCTION LAYOUT

The Contractor is responsible for all construction layout and control for the project. The Contractor will proceed with construction layout in such a manner that discrepancies between construction items, existing built features and site conditions that are in conflict with the plans may be examined by the Owner's Representative prior to construction of items in conflict. Failure to notify the Owner's Representative of conflicts prior to constructing items will result in all remedial actions being paid for by the Contractor including, but not limited to, additional materials, re-inspection fees, professional service fees and survey cost by all parties to the projects.

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL WILL RESULT IN REJECTION OF YOUR PROPOSAL. CONTRACTORS MUST PROVIDE A BASE COST FOR THE DESIGN DOCUMENTS WHICH IS TO INCLUDE THE UNIT ITEMS LISTED. CONTRACTOR IS TO ATTACH THEIR PROPOSAL TO THIS SCHEDULE INDICATING ANY DEDUCTIVE ALTERNATES AND VALUE ENGINEERING OPTIONS PROPOSED.**

**COST SCHEDULE**

The Proposer has carefully examined and fully understands the Contract, Plans and Specifications and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his proposal is accepted, he will contract with the City of Cumming according to the proposal Documents entitled **Buford Dam Road Extension** and Addenda, as well as the existing conditions of the project, and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, personal observations of the site conditions.

\_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_), which sum is hereinafter called "Base Cost".

The undersigned agrees to commence work within 10 days of the date of Notice to Proceed issued by City of Cumming Purchasing Office and to commit adequate forces on-site to substantially complete all Work, **including punch list items and clean-up**, as determined by the City by **August 7, 2021**.

No work east of Veterans Memorial Parkway can be initiated prior to **January 16, 2021**.

City of Cumming will charge the Contractor One Thousand Dollars and no cents (\$1,000.00), per day for liquidated damages for every day beyond 270 calendar days that the Work is not complete.

**UNIT PRICE SCHEDULE**

Should rock or other unforeseen conditions be encountered, and for other indicated construction items, the Base Proposal shall include performing the work below. The stated unit prices include only those items listed in Section 01 2200, Unit Prices. The total cost amounts for the estimated quantities below are included in the base cost.

The total cost amounts for the estimated quantities of Unit Price items are included in the Base Proposal. Proposal Unit Price will prevail if calculation is in error. Payment for Unit price items will be for actual in-place quantities installed per the plans or as directed by the City.

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total</u>
1.	Rock - Trench Excavation	CY	450	_____	_____
2.	Excavation and Export of unsatisfactory materials	CY	12,000	_____	_____
3.	Import suitable Fill Soil	CY	7,000	_____	_____
4.	Import Baby Surge stone	CY	2,000	_____	_____
5.	Import Drainage Stone (#57 stone)	CY	3,000	_____	_____

**UNIT PRICE TOTALS:** \$ \_\_\_\_\_

+  
**BASE PROPOSAL COST:**  
 \$ \_\_\_\_\_

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**TOTAL PROPOSAL COST:**  
 \$ \_\_\_\_\_

The undersigned represents that the unit prices listed above are complete as specified in Section 01 2200, Unit Prices, acknowledges that the quantities are not guaranteed, and agrees that payment will be for the actual in-place quantities installed per the plans or as directed by the City. Prices must be entered, for all the blanks in the schedule. If there is an error in the calculation for the total amount entered, the unit price multiplied by the Estimated Quantity will be the proposal amount that is considered included in the Base Cost.

Removal of rock or providing unit items in excess of the estimated amount will be paid at the unit price, upon verification by the City's geotechnical firm and/or site representative. The quantity of rock and/or unsatisfactory materials will be verified by the City's representative or geotechnical firm. Should the amount included in the Base Cost for any of these items not be encountered, a change order will be initiated to refund to the City the difference at the unit price.

The total quantity of imported fill materials (items #3, #4, and #5) shall not exceed the quantity of unsatisfactory materials exported from the site (item #2).

**ALTERNATES:** Please see specification 01 2300 Alternates for further explanation of alternates. If alternates are accepted, the following adjustments are to be made to the proposal:

Alternate No. 1 – Asphalt Mill and Overlay Add \$ \_\_\_\_\_

Alternate No. 2 – Force Main Relocation Add \$ \_\_\_\_\_

EXCEPTIONS: If "none", so state here: \_\_\_\_\_

If any exceptions of Owner's specifications are offered, attach full explanations to this proposal.

*The City reserves the right to accept or not accept any or none of the alternates. If an alternate proposal is accepted, the base proposal will be modified by that amount.*

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**CONTRACTOR INFORMATION**

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

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

Certification of Non-Collusion in Proposal Preparation \_\_\_\_\_  
(Signature) (Date)

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the City of Cumming within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

Legal Business Name \_\_\_\_\_  
*(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)*

Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within City of Cumming? Yes  No

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

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***NON-COLLUSION AFFIDAVIT***

Now here appeared before the undersigned officer duly authorized by the State of Georgia to administer oaths \_\_\_\_\_ and after being first duly sworn, depose and say that, they are all the officers, agents, persons or employees who have acted for \_\_\_\_\_ (Company Name) on the **Buford Dam Road Extension** and that said \_\_\_\_\_ has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever, competition in such bidding; or by any means whatever prevented or endeavored to prevent anyone from making a proposal therefore, or induced or attempted to induce another to withdraw proposal from said work.

By: \_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name – Typed or printed

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Notary Public

(Seal)

Note: See OCGA § 36-91-21 (e)

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**CORPORATION INFORMATION**

CORPORATE NAME \_\_\_\_\_

CORPORATE ADDRESS \_\_\_\_\_

MAILING ADDRESS (IF DIFFERENT) \_\_\_\_\_

DOING BUSINESS AS (IF DIFFERENT THAN CORPORATE NAME) \_\_\_\_\_

CORPORATE OFFICERS:      PRESIDENT \_\_\_\_\_

   SECRETARY \_\_\_\_\_

   TREASURER \_\_\_\_\_

   VICE PRESIDENT \_\_\_\_\_

REGISTERED AGENT ADDRESS \_\_\_\_\_

POWER OF ATTORNEY ADDRESS \_\_\_\_\_

DATE OF INCORPORATION \_\_\_\_\_

NUMBER OF FULL DAYTIME EMPLOYEES (M-F/8-5) \_\_\_\_\_

HAS THE CORPORATION OR ANY OF ITS OFFICERS/AGENTS BEEN INVOLVED IN ANY LITIGATION IN THE PAST FIVE YEARS? IF SO, PROVIDE DATE AND EXPLANATION \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**REFERENCES – GENERAL CONTRACTOR**

*City of Cumming requests a minimum of three, (3) references for the Contractor where construction of a similar size and scope have been completed in the past ten (10) years.*

*Note: References should be customized for this project vs. submitting a list of previous projects.*

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_

[Attach additional sheets, if necessary]

CONTRACTOR NAME \_\_\_\_\_

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**LIST OF SUBCONTRACTORS**

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

NAME AND ADDRESS	TYPE OF WORK

Company Name \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_

\_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

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

City of Cumming  
(Name of Obligee)

100 Main Street Cumming, Georgia 30040  
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by City of Cumming, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to City of Cumming, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said City of Cumming, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to City of Cumming, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a

penalty, but as liquidated damages.

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

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

ATTEST:

\_\_\_\_\_  
Resident or Nonresident Agent

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.