INVITATION TO BID

The City of Peachtree Corners is accepting sealed bids from qualified contractors no later than **11:00 a.m. EDT on July 19, 2019** for:

ITB 19.06 Traffic Signal Installation at
Technology Parkway and Technology Parkway South

Bidder shall provide two (2) originals and one (1) electronic copy of the Bid on a flash drive. Each Bid must be submitted in a sealed envelope, addressed to City of Peachtree Corners (OWNER). Each sealed envelope containing a Bid must be plainly marked on the outside as follows:

TO: City of Peachtree Corners
310 Technology Parkway
Peachtree Corners, GA 30092
Attention: James Nguyen, Transportation Engineer

RE: Traffic Signal Installation at Technology Parkway and Technology Parkway South

Bids shall include the following completed items:

- Bid Form
- Corporate Certificate
- Surety Requirements Acknowledgement
- Bid Bond
- Oath of Bidder
- Statement of Bidder Qualifications
- Contractor E-Verify Affidavit
- Resumes and References as described below
- Acknowledgment of any Addenda

Failure to include any of the above items fully complete and executed could force your bid to be declared as "non-responsive" and it could not be considered for award

If a Bid is forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope to the attention of OWNER at the address previously given.

Any and all Bids received without the aforementioned criteria enclosed will be returned to Bidder. Any Bid received after said time and date will be marked late and not opened. No extension of the bidding period will be made. Bids will be publicly opened and read aloud on July 19, 2019 at 11:00 a.m. at Peachtree Corners' City Hall.

THERE WILL BE A BID OPENING AND READING ONLY. No determination of award recommendation will be made until a thorough evaluation has been conducted by the City of Peachtree Corners; including receipt and evaluation of any additional information, of any kind, from any Bidder.

The Instructions to Bidders, Bid Information and Forms, Project Manual, Specifications, Drawings, Bid Bond, Performance and Labor & Material Payment Bond requirements and other Documents related to the bidding and construction of the Work of this Project may be obtained via the following procedure:

Project plans, Specifications and Bid Documents for the Traffic Signal Installation at Technology Parkway and Technology Parkway South will be available for a fee from the office of LDI Norcross.

LDI Norcross
3030 Business Park Drive, Suite A
Norcross, Georgia 30071 US
Phone: 770-263-1010
Email: norcross@ldireproprinting.com

BIDS MUST BE SUBMITTED IN RESPONSE TO THE PROJECT IN ITS ENTIRETY. NO PARTIAL BIDS WILL BE ACCEPTED.

The City of Peachtree Corners is the only official source for this invitation and any addenda that may be issued will be provided by the City of Peachtree Corners. All interested bidders must register via e-mail to James Nguyen at jnguyen@peachtreecornersga.gov. The City of Peachtree Corners will not be held responsible for errors or omissions in submitted bids.

The Contractor's Bid will include the furnishing of all labor, materials, equipment, and all items necessary pursuant to Drawings, Specifications and Conditions, etc., for construction of the Traffic Signal Installation at Technology Parkway and Technology Parkway South (hereinafter referred to as the Project).

Proposed Project Location:	Intersection of Technology Parkway and Technology Parkway South, Peachtree Corners, Georgia 30092
Scope of Work:	The proposed improvements consist of installation of a traffic signal at said intersection for the purpose to support future smart city technologies development and deployment.

Bidder Experience Requirements:

1. The Bidder maintains a permanent place of business and has a current business license.
2. The Bidder has operated under the current corporate name for at least the last five (5) years.
3. The Bidder currently has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount.
4. The Bidder has not defaulted on a project or failed to complete a project within the last ten years.
5. The Bidder has not filed for bankruptcy nor been judged bankrupt at any time over the last ten years.
6. The Bidder has a history of completing projects consistently on time and within the bid amount.

7. The Bidder must be GDOT prequalified.
8. The Bidder has available at least two project management personnel with at least five years' experience on projects with the technical characteristics required of a project of similar scope. One of these project management personnel must be the Project Superintendent and must be on the jobsite at all times during construction. Documentation of this experience must be provided with the bids, including resumes of the two project management personnel and a list of at least 3 similar projects completed by the bidder with project name, description, and reference contact information.
9. The Bidder is not, nor any of its affiliated companies, currently involved in a dispute, formal claim, or litigation with the OWNER, or with any authority or organization with which the City of Peachtree Corners (OWNER) has a vested interest.
10. The Bidder has a written Quality Control/Quality Assurance Program (must submit to City if selected).
11. The Bidder has a written Safety Program (must submit to City if selected).

Project Schedule:

PROJECT HAS A MANDATORY COMPLETION DATE OF 60 CALENDAR DAYS FROM NOTICE TO PROCEED. NO EXTENSIONS WILL BE GRANTED.

Contractor understands that time is of the essence for completion of the project and, because damages will be difficult to ascertain, the parties shall include a provision in the Contract agreeing that liquidated damages in the amount of two hundred dollars ($200.00) per calendar day shall be paid by Contractor for each day that Contractor is in default of completing the work within the agreed-upon time frame. Completion of the work includes successfully passing any required punch-list inspection by the designer or owner.

The successful bidder shall commence work with an adequate force and equipment on a date to be specified in a written order of the Owner (Anticipated Notice to Proceed – July 29, 2019), and shall complete the work within the time period allotted. Payment will be made to the contractor each calendar month based on the estimated work complete and in place as prescribed by the standard specifications. Retainage as prescribed by the standard specifications will be withheld. Final payment of amount withheld will not be made until the work has been satisfactorily completed and accepted by Owner.

Bid Information:

The City will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this invitation for bid. While site inspections are not a mandatory requirement to submit a bid, contractors are urged to take a self-guided site visit to ascertain all requirements of this invitation.

A Bid Bond in the amount of not less than 5% of the total amount of the base bid must be submitted with each bid made payable to the City of Peachtree Corners. Failure to supply bond will force your bid to be declared non-responsive.

The successful bidder shall provide a 100% payment and a 100% performance bond at the signing of the contract. Failure to supply bonds will result in default of contract.

Failure to sign your bid in the proper space provided on Part II (Bid Form) will force your bid to be declared as "non-responsive" and it will not be considered for award.

No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.

Contract, if awarded, will be on a lump sum basis in the best interest of the City of Peachtree Corners.

The City of Peachtree Corners reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, any number of bids or all bids; to negotiate with any bidder for a reduction or alteration in its bid; to waive or insist upon formal requirements; to reject all bids and to call for additional bids upon the same or different Invitation to Bid and/or Plans and Specifications; to be sole judge, in its discretion, of all questions as to whether or not a bid complies with the Invitation to Bid, the Plans or the Specifications, and as to the qualifications of a bidder to perform the Contract.

Questions must be submitted in writing to James Nguyen with the City of Peachtree Corners via jnguyen@peachtreecornersga.gov. The final day of questions shall be **Wednesday, July 10, 2019 at 4:00 PM**. All questions will be answered via addendum posted on the City's website and will be emailed to those on the official plan holder's list. No phone calls will be accepted.

The successful bidder will be issued one (1) complete set of documents for construction execution. Any additional sets required will be at the bidder's expense. A land disturbance permit will not be required for the work.

END OF SECTION

INSTRUCTIONS TO BIDDERS/PROPOSERS

SECTION 1

1.1 QUALIFICATIONS

Firm must have a current Contractor's Public Liability Insurance policy and must be insurable in the following amounts: Bodily injury, including death limits of $1,000,000 for each accident. Property damage limits of $2,000,000 for each accident and $10,000,000 for the aggregate of operations. (The OWNER reserves the right to require additional limits and/or coverage for actual contract.)

1.2. ERRORS IN BIDS:

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the contract price will govern.

1.3. CONTRACT INFORMATION

The contract will be a lump sum contract. The total lump sum bid price will include materials, labor, tools, equipment and all other miscellaneous and/or necessary items to complete the project.

1.4 STATEMENT OF AGREEMENT

With the submission of a bid, the Bidder agrees that he/she has carefully examined the Invitation to Bid and the bidding documents and the Bidder agrees that it is the Bidder's responsibility to request clarification on any issues in any section of the Invitation to Bid with which the Bidder disagrees or needs clarified. The Bidder also understands that failure to mention these items in the bid will be interpreted to mean that the Bidder is in full agreement with the terms, conditions, specifications and requirements therein. With submission of a bid, the Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Bidder has not directly or indirectly included or solicited any other Bidder to put in a false or insincere bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from sending a bid.

END OF SECTION

GENERAL CONDITIONS

SECTION 2

2.1 MULTIPLE BIDS:

No vendor shall be allowed to submit more than one bid.

2.2 BID FOR ALL OR PART:

Bidders must submit a bid for the Base Bid items of the project. Bidder may not restrict his bid to consideration in the aggregate but must name a price on each item bid upon.

2.3 PRICES TO BE FIRM:

Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of Sixty (60) days from bid opening date, unless otherwise stated in the bid.

2.4 COMPLETENESS:

All information required by Invitation for Bids must be completed and submitted to constitute a proper bid proposal.

2.5 QUALITY:

All materials, or supplies used for the construction necessary to comply with this bid shall be of the best quality and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this bid shall be of the highest quality and meet recognized standards within the respective trades, crafts, and of the skills employed.

2.6 GUARANTEE:

Unless otherwise specified by the City, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and/or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be designated by the City as being least detrimental to the operation of the City business.

2.7 LIABILITY PROVISIONS:

Where bidders are required to enter or go onto City property to take measurements or gather other information in order to prepare the bid or proposal as requested by the City, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless the City from any liability arising therefrom. The contract documents specify the liability provisions required of the successful bidder in order to be awarded a contract with the City.

2.8 CANCELLATION OF CONTRACT:

The contract may be cancelled or suspended by the City in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms.

2.9 PATENT INDEMNITY:

Except as otherwise provided, the successful bidder agrees to indemnify the City and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this contract or out of the use of disposal for the account of the City of supplies furnished or construction work performed hereunder.

2.10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, that in connection with this procurement:

(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.

2.11 SIGNED BID CONSIDERED OFFER:

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the City, Purchasing Agent or his designee. In case of default on the part of the bidder after such acceptance, the City may take action as it deems appropriate, including legal action for damages or lack of required performance.

2.12 NOTICE TO PROCEED:

The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the City or their designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.13 TERMS OF CONTRACT: (check where applicable)

_____A. Annual Contract

_____B. One-time Purchase

____X____C. One-time Contract

2.14 RESPONSIBILITY FOR CLAIMS AND RELIABILITY:

The Contractor shall agree to hold harmless, indemnify and defend the City and its agents. The Contractor will require any and all Subcontractors to conform to the provisions of this clause prior to commencing any work and agrees to insure that this clause is in conformity with the insurance provisions of the contract.

2.15 BASIS OF CONTRACT AWARD:

If the contract is awarded, it will be awarded to the lowest qualified responsive and responsible bidder.

The City reserves the right to reject any or all bids and to waive any technicalities.

Contracts will be administered by the City Representative. Invoices will be submitted to the City Representative as directed.

2.16 SUBLETTING, ASSIGNMENT OR TRANSFER

The City considers the work of the CONTRACTOR personal. The CONTRACTOR agrees not to assign, sublet, or transfer any or all of its interest in this agreement without prior written approval of the City.

The City reserves the right to review all subcontracts prepared in connection with the agreement, and the CONTRACTOR agrees that it shall submit to the City any proposed subcontract documents together with the subcontractor cost estimates for review and written concurrence of the City in advance of their execution. All subcontracts of $10,000 or more shall include the provisions set forth in this agreement.

2.17 PRE-CONSTRUCTION CONFERENCE:

The contractor shall attend a pre-construction conference prior to commencing any work.

END OF SECTION

BID FORM

Bid Form Page 1 of 2

City of Peachtree Corners

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

Traffic Signal Installation at Technology Parkway and Technology Parkway South

The Bidder has carefully examined and fully understands the Contract an and other Contractual Documents hereto attached and has made a personal examination 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 Bid is accepted, he will contract with the City of Peachtree Corners in full conformance with the Contract Documents.

It is the intent of this Bid to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the Schedule of Items below for the unit prices stated for a base total of:

Total Base Bid:

_____ Dollars ($ _____ . _____)

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

The bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the Work within ninety (60) days. The City of Peachtree Corners will charge the contractor two hundred dollars ($200.00) per calendar day as liquidated damages for every day beyond this deadline that work is not fully complete.

UNIT PRICE SCHEDULE

Base Bid includes all work described in the project description and items described below. The total cost amounts for the estimated quantities below (contractor to verify) are included in the Base Bid. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit. The unit prices listed below are complete as specified, acknowledges that the estimated quantities are not guaranteed, and agrees that payment will be for actual in-place quantities installed per the plans.

Bid Form Page 2 of 2

ITEM NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Cost	TOTAL
636-1041	HIGHWAY SIGNS, TP 2, REFL SHEETING, TP 9	SF	51		
639-3004	INSTALLATION OF STEEL STRAIN POLE, TP IV W/45 & 45' MAST ARMS (BLACK)	EA	1		
639-3004	INSTALLATION OF STEEL STRAIN POLE, TP IV W/50' MAST ARM (BLACK)	EA	1		
647-1000	TRAFFIC SIGNAL INSTALLATION*	LS	1		
682-6222	CONDUIT, NM TP 2, 2 IN	LF	25		
682-6233	CONDUIT, NM, TP 3, 2 IN	LF	480		
682-9950	DIRECTIONAL BORE, 5 IN	LF	160		
				TOTAL BID:	**$**

*Both steel strain poles and ATC Cabinet have been purchased by the City. The bid price shall only reflect compensation for labor and means necessary to install said steel strain poles and ATC Cabinet.

Prices must be entered for all blanks in the schedule. If there is an error in the calculation for the total amount entered, the bid unit price multiplied by the Estimated Quantity will be the bid amount that is considered included in the Base Bid.

Providing items in excess of the amount shown on the plans (only if requested by the City) will be paid at the unit price, upon verification of quantities by the City's site representative.

_____
COMPANY

_____ _____
SIGNATURE DATE

_____ _____
PRINT NAME TITLE

CORPORATE CERTIFICATE

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

This _____day of _____, 2019.

_____ (SEAL)
Signature

SURETY REQUIREMENTS ACKNOWLEDGEMENT

A Bid Bond for five percent (5%) of the amount of the base bid is required to be submitted with each bid.

A Performance and Payment Bond for one hundred percent (100%) of the base bid plus any requested add-alternates will be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package and is familiar with all aspects of the bid proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for sixty (60) days from the date on which the bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- Furnish, upon receipt of an authorized City of Peachtree Corners Contract Agreement, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- Enter a contract with the City to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- Furnish a revised performance bond with a new cost amount based upon any add-alternates selected if required by the City, and;
- Forfeit the amount of the Bid Bond as liquidated damages if he/she fails to enter a contract with the City as stated above, within fifteen (10) days of the date on which he/she is awarded the bid.

_____	_____
COMPANY	DATE
_____	_____
SIGNATURE	TITLE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____(hereinafter called the Principal) and _____ (hereinafter called the Surety),

a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____and authorized to do business in the State of Georgia, are held and firmly bound unto the City of PEACHTREE CORNERS in the full and just sum of _____Dollars ($) good and lawful money of the United States of America, to be paid upon demand of the City of Peachtree Corners, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Peachtree Corners, a bid for furnishing materials, labor and equipment for:

Traffic Signal Installation at Technology Parkway and Technology Parkway South

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

NOW, THEREFORE, the conditions of this obligation are such that if the bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance, execute a Contract in accordance with the bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of PEACHTREE CORNERS, and execute a sufficient and satisfactory Performance Bond in the amount of 100% of the total contract price and Payment Bond in the amount of 100% of the total contract price payable to the City of PEACHTREE CORNERS, in form and with security satisfactory to said City of PEACHTREE CORNERS , and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of PEACHTREE CORNERS, 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.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 2019.

_____	_____
SURETY	PRINCIPAL
BY:_____	BY:_____
(SEAL)	(SEAL)

OATH OF BIDDER

Personally, appeared before the undersigned officer duly authorized by law to administer oaths and _____who, after being first duly sworn, depose and say that they are all the officers, agents, persons, or employees who have acted for or represented _____(Company Name) in bidding or procuring a Contract with the City of Peachtree Corners on the following projects:

Traffic Signal Installation at Technology Parkway and Technology Parkway South

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 whatsoever prevented or endeavored to prevent anyone from making a bid therefore or induces or attempted to induce another to withdraw a bid for said work.

BY: _____

Signature of Bidder

_____

Name – Printed

_____

Title

Sworn to and subscribed before me this _____day of _____, 2019.

_____

Notary Public (SEAL)

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be subscribed and sworn to before a notary public)

Page 1 of 2

Firm Name: _____

LEGAL NAME OF BUSINESS (As registered with Secretary of State)

Address: _____

LEGAL BUSINESS ADDRESS (P.O. BOX IS INSUFFICIENT)

_____

CITY STATE ZIP

_____

MAILING ADDRESS IF DIFFERENT FROM ABOVE

Telephone Number: _____Facsimile Number: _____

Contact Person Name and Email Address: _____

Georgia Resident: YES_____NO_____

When Organized: _____Where Incorporated: _____

Federal I.D. No.: _____ or Social Security No.: _____

Number of years engaged in the contracting business under the present firm name: _____

General Contractor's License Number: _____

Credit Available for This Contract: _____

Contracts Now in Hand, Gross Amount: _____

The bidder has refused to sign a contract at the original bid. YES or NO (Please circle one)

The bidder has been declared in default on a contract. YES or NO (Please circle one)

The bidder has been involved in litigation or filing claims against Owners, Construction Contract Administration Firms, or Design Firms in the last 3 years. YES or NO (Please circle one)

If answer is Yes to any statement above, please explain:

The bidder has written corporate safety and quality assurance/quality control processes in place, and the City may examine these documents if requested. YES or NO (Please circle one)

STATEMENT OF BIDDER'S QUALIFICATIONS – (CONTINUED)

Page 2 of 2

I certify that the above information is complete, true, and correct.

_____	_____
COMPANY	DATE
_____	_____
SIGNATURE	TITLE

Sworn to and subscribed before me this _____day of _____, 2019.

_____

Notary Public (SEAL)

Contractor E-Verify Affidavit

By executing this affidavit, the undersigned contractor verifies its compliance with *The Illegal Reform Enhancements for 2013*, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Peachtree Corners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the City of Peachtree Corners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Peachtree Corners at the time the subcontractor(s) is retained to perform such service.

_____ _____

E-Verify * User Identification Number Date Registered

_____

Legal Company Name

_____

Street Address

_____

City/State/Zip Code

_____ _____

BY: Authorized Officer or Agent Date
(Contractor Signature)

_____

Title of Authorized Officer or Agent of Contractor

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 2019

_____My Commission Expires:_____

Notary Public

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

CONTRACT PERFORMANCE BOND

(For Reference Only)

Page 1 of 2

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____ (hereinafter called the Principal) and _____(hereinafter called the surety) are held and firmly bound unto the City of PEACHTREE CORNERS (hereinafter known as the City), for the use of said obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the full and just sum of $ _____ in lawful money of

the United States of America, to be paid to said City, its successors, and assigns to which payment well and truly to made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severely, firmly by these presents.

WHEREAS, the above bound Principal has entered into a contract or contracts with the said CITY, bearing date of _____,2019, for furnishing material, labor and equipment for:

Traffic Signal Installation at Technology Parkway and Technology Parkway South

WHEREAS, it was one of the conditions of the award by said City pursuant to which said Contract was entered into, that these presents shall be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligation thereunder, including the Specifications and bid, therein referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided for, and including one-year guarantee period from date of final acceptance, and shall indemnify and save harmless the City against and from all costs, expenses, damages, injury or loss, to which the said City may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement, on part of said Principal, his agents, or employees, in the execution or performance of said Contract, and shall promptly pay all just claims for damages or injury to property and for all work done, or skills, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said Principal in our about the construction or improvement contracted for this obligation to be void; otherwise, in full force and effect.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extensions of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change,

CONTRACT PERFORMANCE BOND

This Bond shall be for the use of all persons doing Work or furnishing skill, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the Official Code of the State of Georgia, as amended, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof.

The life of this Bond extends through the life of the Contract including the sixty-day maintenance period, and until one year after the final acceptance of the Work by the City.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed in triplicate, this _____day of _____, 2019.

CONTRACTOR

_____(Company Name) (Seal)

Attest:_____ By: _____

Title:_____ Title:_____

SURETY

_____(Company Name) (Seal)

Attest:_____ By: _____

Title:_____ Title:_____

BY: _____ (Local Agent's Signature)

_____ (Name - Printed or Typed)

_____ (Company Name)

_____ (Address)

Executed in Triplicate