



**ITB 23-111**  
**Fencing Installation and Repair Services for the City of Stonecrest**

May 1, 2023

**Optional: Pre-Bid Conference**  
**Thursday, June 1, 2023, at 11:00 a.m.**  
**at City Hall 3120 Stonecrest Blvd.**  
**Stonecrest, Georgia 30038**

**BID DUE DATE and OPENING DATE:**  
**Thursday, June 22, 2023, at 2:30 p.m. EST.**

**Via Microsoft Teams Meeting ID# Meeting ID: 224 703 975 563 Passcode: HDP8xZ**

**Join on your computer, mobile app or room device.**

**Bids shall only be accepted online through the Bidnet Portal at:**  
**<https://www.bidnetdirect.com/georgia/cityofstonecrest>**

**Any bid submitted in any other format (email, paper, fax, mail, etc.) will not be accepted.**

**Instructions to Bidders:**

1. All communications regarding this solicitation must be with the Procurement Manager, Shakerah Hall, [shhall@stonecrestga.gov](mailto:shhall@stonecrestga.gov).
2. All questions or requests for clarification must be sent via Bidnet under Message - Opportunity Q&A: <https://www.bidnetdirect.com/georgia/cityofstonecrest>. Questions are due no later than **Thursday, June 8, at 4:00 p.m. EST**. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on Bidnet website at and it is the Offeror's responsibility to <https://www.bidnetdirect.com/georgia/cityofstonecrest>. check the Bidnet portal for any addendum or other communications related to this solicitation.
4. The City of Stonecrest reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Stonecrest.
5. The City of Stonecrest is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation

## Table of Content

<u>TITLE</u>	<u>PAGE NO.</u>
GENERAL CONDITIONS	3
SPECIFICATIONS AND SCOPE OF WORK	7
DETERMINATION OF RESPONSIBILITY	10
BOND DOCUMENTS	11
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT	21
DRUG-FREE WORKPLACE	23
PURCHASING POLICY ADDENDUM	24
AFFIDAVIT VERIFYING STATUS FOR PUBLIC BENEFIT	25
NON-COLLUSION AFFIDAVIT	26
REFERENCE SHEET	27
BID SCHEDULE	29
CITY OF STONECREST CONTRACT AGREEMENT	32
APPENDIX I- CONSTRUCTION DRAWING & PLANS	

## GENERAL CONDITIONS

### 1. Invitation to Bid Submission Requirements

To be entitled to consideration, bids must be submitted electronically at <https://www.biddirect.com/georgia/cityofstonecrest>

### 2. Preparation of Bids

- 2.1** If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the Supplier's responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the Supplier's responsibility to check <https://www.biddirect.com/georgia/cityofstonecrest> for any/all addendum(s).** Answer(s) to all questions will be given after the deadline for questions has expired and posted to the City of Stonecrest Bidnet portal.
- 2.2** The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.
- 2.3** No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The proposal must be signed by an official authorized to bind the Supplier.
- 2.4** The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.
- 2.5** The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.
- 2.6** Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the proposal.

### 3. Category of Award

The following bid shall be awarded to one "responsive" bidder on a total lump sum price basis. Unit prices and extensions will be verified, and totals checked. Unit price extension and net total must be shown.

## GENERAL CONDITIONS

### 4. City of Stonecrest Non-Discrimination

The City does not discriminate on the basis of race, age, sex, national origin, religion, or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

### 5. Business Enterprises

The City strongly encourages Small Business firms to participate in this ITB.

### 6. Insurance

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

#### A. Statutory Workers' Compensation Insurance

##### a. Employers Liability:

Bodily Injury by Accident - \$1,000,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limit

Bodily Injury by Disease - \$1,000,000 each employee

#### B. Comprehensive General Liability Insurance

a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage  
Owner's and Contractor's Protective

b. Blanket Contractual Liability

c. Blanket "X", "C", and "U"

d. Products/Completed Operations Insurance

e. Broad Form Property Damage

f. Personal Injury Coverage

#### C. Automobile Liability

a. \$ 500,000 limit of liability

b. Comprehensive form covering all owned, non-owned and hired vehicles.

#### D. Umbrella Liability Insurance

a. \$1,000,000 limit of liability

b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above.

## GENERAL CONDITIONS

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

### **General Requirements and Qualifications**

**A copy of the City's standard contract is attached as an exhibit to this ITB. Once the ITB is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.**

### **Other Considerations**

1. All materials submitted in response to this ITB become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the ITB, and selection or rejection of the proposal does not affect this right.
2. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
  - 1) The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
  - 2) The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this ITB will survive the expiration or termination of the contract.
  - 3) During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the ITB; to waive any minor informality in the bids; to reject all bids; to terminate the ITB; and to issue a new ITB.

## GENERAL CONDITIONS

### **Award of Contract**

The Purchasing Department will open the bids and prepare a register of those responders submitting proposals. All proposals shall remain firm for forty-five (45) calendar days after the bid opening.

Before awarding the ITB, the City may request additional information from Responders. The City reserves the right to reject any and all Proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

### **Bid Rejections**

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

Bids will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years.
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

### **Disclaimer/Reservation of Rights**

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this ITB.

The City reserves the right to extend the deadline for submission of Bids, to request supplementary information, to conduct interviews with any or all of the bidder's submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The city will reject any and all proposals when required to do so by applicable law.

## **SPECIFICATIONS AND SCOPE OF WORK**

### **I. INTRODUCTION, BACKGROUND, AND ITB PROCESS**

#### **Introduction**

The City of Stonecrest, Georgia (the “City”) is seeking competitive bids for ITB 23-111 Fence Installation and Repair Services from responsible bidders.

#### **Background**

The City of Stonecrest is an urban city in Dekalb County with a population of 60,000 located just southeast of Atlanta, Georgia. The area has one of the fastest growth rates in the state. The City recently acquired the building and grounds that is used for City Commission, Court and the majority of City of Stonecrest employees and offices. Currently, the facility also houses several tenant occupied offices and businesses. This is a public facility that includes private businesses, so the space and grounds are open and shared. However, there is a need for a specific corridor to remain secure for law enforcement, judges and clerks, city employees and dignitaries doing business with the City as well as some vendors and overnight crews who work in the building. The City has reviewed operations in neighboring communities and has decided to utilize current best practices and designate an area for secure parking for safety and security. This fenced area is intended to assist with securing vehicles, City and vendor equipment, facility waste collection and provide privacy for City employees, as well as protect the public from any hazardous materials, equipment or noise.

#### **Invitation to Bid Process**

This solicitation is an Invitation to Bid (ITB). In using this method for solicitation, we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The bids(s) submitted by the Supplier will be evaluated by an evaluation committee. Suppliers should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Essentially, if a Supplier’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be removed from the competitive process to save time and money for both the Supplier and City of Stonecrest.

### **II. SCOPE OF WORK**

#### **Contract Duration:**

Ninety (90) calendar days.

#### **Project Description and Scope:**

The City of Stonecrest is seeking qualified and experienced contractors for fencing installation services.

#### **City Hall**

The City is seeking quotes from qualified fencing contractors to install security grade chain link fence, durable powder coated steel or aluminum fence, gates, and wind screen around the rear

## SPECIFICATIONS AND SCOPE OF WORK

parking lot area at Stonecrest City Hall. Most of the work will be straight forward new installation, but the City is also installing security equipment, communications and constructing new interior office areas during the period of this anticipated installation.

The contractor is responsible for the removal and disposal of any and all materials removed by the contractor, brought by the contractor beyond the project or created during the project. The contractor shall remove and dispose of ALL materials removed, damaged or destroyed.

A map, measurements and description for the site have been included. Any figures, measurements, lineal feet or gate locations are accurate but not warrantied to be exact. No surveys or topographical maps were utilized. The drawing and measurements can be relied on for information but the City will not allow for any quote that was made solely on the information provided. It is recommended that all bidders schedule to visit these sites in person, and it will be acceptable for the lineal dimensions only to be different +/- 10% from what is shown.

The chain link fence material is expected to be 8 feet high from the ground. Fence, poles and gate to be coated in black vinyl. All fencing, gates and parts to be constructed with galvanized steel, and a minimum 6-gauge finish and 9-gauge core, to include top rail and bottom tension wire all the way around. ALL poles must be anchored in concrete. All perimeter chain link fence with the exception of everything along the front facing, gate access line will be installed 3' from the existing curb. The City will assist with tree abatement, but will not participate in any tree removal.

The front, public facing fence will be ornamental, constructed from steel or aluminum, and match the appearance and style of black vinyl coating, powder coated aluminum or steel is preferred. The front fence must have a minimum of two rails, three or more is preferred. All fencing will be a minimum of 1" from the ground and the front facing fence and gate will be a minimum of six (6) feet in height. The front facing fence may allow for the curb cut in height, up to 6", so that the front facing fence and cantilever gate are even horizontally across the top. The minimum acceptable requirements on the front pieces are: 11 gauge rails, with ¾" wide slats and no greater than 3" separation. The intention is for this section, and the rolling gate to match (along with the other front facing side shown on the drawing).

The main gate must meet all requirements above, AND, shall be a motorized rolling gate. The gate will be a cantilever style gate a minimum of 20" across, 30 feet preferred, and match the front fence height at 6 feet. The gap on the drawing allows for the material installation and space requirements to install the connections necessary to have the 20" gate, but there should be no gaps or available access around this gate. All openings around the gate, latch and locks, or any points in the front shall not be greater than 3", anywhere.

The main gate will be motorized, and contractor must provide a card entry access point and either a motion, weight or card reader mechanism for exiting. Contractor shall supply and install underground conduit and electrical wiring from the building to the access gate key card box. The City anticipates an upgrade of the building internally, and the access panel to operate the gate should coordinate with the interior key card system manufacturer (if possible).

The 10' double swing gate must meet all requirements above, AND have an in-ground metal or concrete anchor position for a rod or pole to securely fix the gates when closed. The latch or mechanism used to hold gates together when closed should also contain a hole or feature that will allow for a padlock to be used to lock these gates. Contractor will ensure to level or grade the area



## SPECIFICATIONS AND SCOPE OF WORK

as needed to ensure proper opening allowance. This gate is intended to provide access to public utilities and county agencies for access to adjacent draining and power easements.

The 4' pedestrian gate must meet all requirements above, be ADA compliant for access, AND have a latch or mechanism that contains a hole or feature that will allow for a padlock to be used to lock these gates. This is a minimum requirement; Code may require something different and that is up to the contractor to research. A pedestrian gate with a lock from the outside, and a panic bar release from the inside is preferred.

### **Southeast Athletic Complex**

The City is seeking quotes from qualified fencing contractors to install security grade chain link fence, gate, wind screen and razor wire around the maintenance shop at the Southeast Athletic Complex. Most of the work will be straight forward new installation, but the City is also installing security equipment, communications and constructing new parking areas during the period of this anticipated installation.

The contractor is responsible for the removal and disposal of any and all materials removed by the contractor, brought by the contractor beyond the project or created during the project. The contractor shall remove and dispose of ALL materials removed, damaged or destroyed.

A map, measurements and description for the site have been included. Any figures, measurements, lineal feet or gate locations are accurate but not warranted to be exact. No surveys or topographical maps were utilized. The drawing and measurements can be relied on for information but the City will not allow for any quote that was made solely on the information provided. It is recommended that all bidders schedule to visit these sites in person, and it will be acceptable for the lineal dimensions only to be different +/- 10% from what is shown.

The fence material is expected to be 8 feet high from the ground. Fence, poles and gate to be coated in black vinyl. All fencing, gates and parts to be constructed with galvanized steel, and a minimum 6-gauge finish and 9-gauge core, to include top rail and bottom tension wire all the way around. ALL poles must be anchored in concrete.

The 250' lineal feet across the wooded line must also include 3-strand barbed wire, straight up. Barbed wire does not need vinyl coating.

The main gate must meet all requirements above, AND, shall be non-motorized rolling gate. The gate will be a cantilever style gate a minimum of 20" long. The gap on the drawing allows for the material installation and space requirements to install the connections necessary to have the 20" gate, but there should be no gaps or available access around this gate.

The 10' double swing gate must meet all requirements above, AND have an in-ground metal or concrete anchor position for a rod or pole to securely fix the gates when closed. The latch or mechanism used to hold gates together when closed should also contain a hole or feature that will allow for a padlock to be used to lock these gates.

## SPECIFICATIONS AND SCOPE OF WORK

Quote must also include materials and installation of black windscreen with a minimum of 95% reduction in visibility. Windscreen will be placed on the exterior and cover a minimum of 8' from the ground up, this includes coverage on the double swing gate and pedestrian gate. The City does NOT want the contractor to provide windscreen for the front facing fence or gate at this time. The material used on the fence may run in any length per piece as desired by the contractor. Vertical seams must overlap and screen must be installed taut, free of any sag.

Although the City may assist in permitting by providing contact information and requirements, the contractor is responsible for determining which, if any, permits or applications are required; and applying and obtaining the proper permits that may be required based on City or County Ordinances.

The selected contractor shall be responsible for and must adhere to any local or state building code, safety and/or ADA requirements that need to be met.

Stonecrest Parks & Recreation reserves the right to utilize the Contractor's name, image and likeness with regard to publicity on the project and disclosure of all work and payments being done. This work is funded with public funds and will be completely transparent to the public and will be promoted.

All gates are to match industry standard, without any adornment, to match fence material, construction and appearance. The front gate and fencing is intended to cross and meet at the closest curb cut to each other at the point shown on the aerial.

### **Repair Services**

The City is seeking quotes from qualified fencing contractors to replace certain chain link fencing in three parks. Most of the work will be removing and replacing fencing in place, however, there are certain areas where new fencing will be installed.

The contractor is responsible for the removal and disposal of any and all materials removed by the contractor. The contractor shall remove and dispose of ALL fencing that is replaced, and in some cases, fencing that is not being replaced.

Maps and descriptions for each site have been included. Any figures, measurements, lineal feet or gate locations are accurate but not warranted to be exact. No surveys or topographical maps were utilized since the majority of installation is replacement. The drawings and maps can be relied on for information but the City will not allow for any quote that was made solely on the information provided. It is recommended that all bidders schedule to visit these sites in person.

Where any fence is being replaced and no instructions can be found then the contractor shall default to the size, grade and type of material in place.

### **General**

Although the City may assist in permitting by providing contact information and requirements, the contractor is responsible for determining which, if any, permits or applications are required; and applying and obtaining the proper permits that may be required based on City or County Ordinances.

## SPECIFICATIONS AND SCOPE OF WORK

The selected contractor shall be responsible for and must adhere to any local or state building code, safety and/or ADA requirements that need to be met.

Stonecrest Parks & Recreation reserves the right to utilize the Contractor's name, image and likeness with regard to publicity on the project and disclosure of all work and payments being done. This work is funded with public funds and will be completely transparent to the public and will be promoted.

All gates are common gates, without any adornment, to match fence material, construction and appearance.

Any contractor who has not previously done business with the City and is not listed as a current vendor must supply a current W-9, E-Verify Affidavit and Certificate of Insurance that complies with the City Purchasing Policy and will be required to submit a *Performance Bond* in an amount equal to the total cost of the quote. As per City Purchasing regulations, a letter of credit may be substituted for a Performance Bond, depending on the institution and reported credit worthiness.

### **Time and Liquidated Damages**

The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) calendar days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than ninety (90) calendar days from Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

### **Substantial Completion**

For the purposes of this Project, Substantial Completion shall mean that all Pay Items have been installed, completed, and/or constructed per the requirements of these drawings and specifications

## **SPECIFICATIONS AND SCOPE OF WORK**

and the only remaining work to complete the project include minor punch list activities and final site cleanup. Since this is an environmental restoration project, the term “beneficial use,” typically used to identify the state of project completion where the concept of Substantial Completion is applied, is not applicable to this project.

### **Time is of the Essence**

All limitations of time set forth in the Contract Documents are of the essence of this Contract.

**INFORMATION REQUESTED TO ASSIST  
IN THE DETERMINATION OF RESPONSIBILITY**

**Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.**

**1) History and Organizational Structure of the Firm**

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Stonecrest for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

**2) References**

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Stonecrest for which a project comparable to the scope of this project was completed.

**3) Subcontractors**

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

**4) Previous Default**

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

## **BOND DOCUMENTS**

### **BONDING REQUIREMENTS**

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

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

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

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

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

**BOND DOCUMENTS**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_

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

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

(Corporation, Partnership and or Individual) hereinafter called Principal, and \_\_\_\_\_

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

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

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

City of Stonecrest Georgia  
(Name of Obligee)  
3120 Stonecrest Blvd., Georgia 30038  
(Address of Obligee)

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

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

**Invitation to Bid, No. 23-107  
Panola Shoals Riverbank Stabilization and Restoration**

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

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

**BOND DOCUMENTS**

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

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

ATTEST:

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

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

(SEAL)

BY: \_\_\_\_\_

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

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

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

(Surety)

\_\_\_\_\_

ATTEST

BY: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

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

(Seal)

(Address)

\_\_\_\_\_

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

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

\_\_\_\_\_



**BOND DOCUMENTS**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

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

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

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

\_\_\_\_\_  
Hereinafter called Principal, and

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

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

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

**The City of Stonecrest Georgia**

\_\_\_\_\_  
(Name of Obligee)

3120 Stonecrest Blvd., Stonecrest Georgia 30038

\_\_\_\_\_  
(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

## **BOND DOCUMENTS**

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

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

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

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

**BOND DOCUMENTS**

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**ATTEST:**

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

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

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

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

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

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

**ATTEST**

**BY:**

\_\_\_\_\_  
Agent

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

(Seal)

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

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

**BOND DOCUMENTS**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT

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

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

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

Hereinafter called Principal, and

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

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

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

**The City of Stonecrest, Georgia**

\_\_\_\_\_  
(Name of Obligee)

3120 Stonecrest Blvd., Stonecrest Georgia 30038

\_\_\_\_\_  
(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

**BOND DOCUMENTS**

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

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

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited to O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

**Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

**ATTEST:**

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

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

(Seal)

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

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

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

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

**BOND DOCUMENTS**

**ATTEST:**

---

(Attorney-in-Fact) and Resident Agent

---

(Attorney-in-Fact)

(Seal)

---

(Address)

---

(Witness as to Surety)

---

(Address)

**BOND DOCUMENTS**

**MAINTENANCE BOND**

PROJECT NO: \_\_\_\_\_

BOND NO: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the CITY OF STONECREST, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Stonecrest for **the Panola Shoals Riverbank Stabilization and Restoration Project**. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one-year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Stonecrest from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Witness:

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

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

\_\_\_\_\_  
(Attorney-in-fact)



**EXHIBIT E**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor(s) Name: \_\_\_\_\_

Address: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Stonecrest within five (5) business days after any subcontractor(s) is/are retained to perform such service.

\_\_\_\_\_  
E Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

**\* or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.



**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 (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 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 that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the 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 Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_

[NOTARY SEAL]

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

My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full.

The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider’s employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:

“As part of the subcontracting agreement with \_\_\_\_\_ (Service Provider), \_\_\_\_\_(subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

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

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

**PURCHASING POLICY ADDENDUM**

I, \_\_\_\_\_, hereby certify that I have received a copy of the City of Stonecrest, GA, Purchasing Policy which can be found at <https://www.stonecrestga.gov/Procurement.aspx> and agree to comply with all requirements of the City of Stonecrest, GA Purchasing Policy to the extent the policy is applicable to the undersigned.

\_\_\_\_\_  
BY: Authorized Officer or Agent      Date  
(Service Provider Signature)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Service Provider

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent      Date

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

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

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

1. \_\_\_\_\_ I am a United States citizen

**OR**

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

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

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\* Alien Registration number for non-citizens: \_\_\_\_\_

**\*\* PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_’

Notary Public:

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Bid Number)

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

**REFERENCES**  
**ITB 23-111**  
**Fence Installation and Repair Services**

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

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

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**SUBCONTRACTORS REFERENCES**  
**ITB 23-111**  
**Fence Installation and Repair Services**

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

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

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

4. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**SUBCONTRACTORS REFERENCES**  
**ITB 23-111**  
**Fence Installation and Repair Services**

**SEE SEPARATE ATTACHMENT**



**SUBCONTRACTORS REFERENCES**  
**ITB 23-111**  
**Fence Installation and Repair Services**

**PROFESSIONAL SERVICES AGREEMENT SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF STONECREST, GEORGIA** ("City"), and \_\_\_\_\_ (“Contractor”).

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing paving services.

**WHEREAS**, Contractor submitted a response to the City’s Invitation to Bid for Fence Installation and Repair Services which was selected by the City as the most responsive bidder;

**WHEREAS**, the City desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the City pursuant to the terms and conditions set forth below.

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

1. **SERVICES**. Contractor agrees to provide professional services to the City as detailed in **Exhibit A** (“Services”). If any services to be performed are not specifically listed in Exhibit A or herein, but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the City Manager or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION**. In consideration for Services, the City shall pay to Contractor a fee not to exceed the amounts indicated in **Exhibit B** (“Cost Proposal”). The City agrees to pay Contractor’s invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Contractor acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM**. This Agreement shall commence on the date all parties have executed this Agreement (“Effective Date”) and shall terminate absolutely without further obligation on the part of the City on \_\_\_\_\_ (“Term”).
4. **RELATIONSHIP OF THE PARTIES**.
  - (a) **Independent Contractors**. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

## SUBCONTRACTORS REFERENCES

### ITB 23-111

#### Fence Installation and Repair Services

- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

5. **WARRANTY ON SERVICES RENDERED.** The Contractor warrants its Services and workmanship shall be (i) free from defects; (ii) performed as stipulated in the bid/proposal documents and conform to all specifications; (iii) performed by skilled personnel experienced in and capable of doing the kind of work assigned to them; and (iv) performed in accordance to all applicable federal, state, and local laws, regulations, rules and policies. Upon receipt of written notice of a defect, the Contractor shall repair the defect in a timely manner at no expense to the City.

6. **TERMINATION FOR DEFAULT.**

- (a) The City may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the City specifying such failure.
- (b) In the event the City terminates this Agreement in whole or in part as provided in subparagraph (a) above, the City may procure, upon such terms and in such manner as the City may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) Except with regard to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault of negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor

## SUBCONTRACTORS REFERENCES

### ITB 23-111

#### Fence Installation and Repair Services

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term “subcontractor” shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the “Termination for Convenience” paragraph of this Agreement.
  - (e) The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. **TERMINATION FOR CONVENIENCE.** The City may at any time by written notice terminate all or any part of this Agreement for the City’s convenience. If this Agreement is terminated, in whole or in part, for the City’s convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor’s failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the City’s direction.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the City and its governing officials, agents, employees, and representatives (collectively, the “City Indemnitees”) from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney’s fees and costs), incurred by any City Indemnatee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. These obligations shall survive termination.
10. **RISK MANAGEMENT REQUIREMENTS.** The Contractor shall abide by the City’s applicable Risk Management Requirements, attached to this Agreement as **Exhibit C** and incorporated herein by reference.
11. **STANDARD OF PERFORMANCE AND COMPLIANCE WITH APPLICABLE**

**SUBCONTRACTORS REFERENCES**  
**ITB 23-111**  
**Fence Installation and Repair Services**

**LAWS.**

- (a) Contractor warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement.
  - (b) Contractor agrees to perform in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace, attached hereto as **Exhibit D** and the Purchasing Policy Addendum attached hereto as **Exhibit E**.
  - (c) Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.
12. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Contractor will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees (“e-Verify”). Contractor will execute the O.C.G.A. Section 13-10-91 compliance affidavit on Exhibit F, attached hereto and incorporated herein.
13. **THE CITY’S ASSISTANCE AND COOPERATION.** During the Contractor’s performance of this Agreement, the City may, but has no obligation to, provide assistance to, or cooperate with, the Contractor in activities that facilitate the proper performance and completion of this Agreement by the Contractor. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the City shall not be construed, and the Contractor agrees that it will not claim that any such assistance or cooperation operates, to relieve the Contractor from complete, proper and punctual performance of all the Contractor’s obligations under this Agreement.
14. **WORK ON THE CITY’S DESIGNATED PREMISES.** In the event that the Contractor, the Contractor’s employees or agents or the Contractor’s subcontractors enter the City’s designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.
15. **CONFLICTS OF INTEREST.** Contractor warrants and represents that:
- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
  - (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

**SUBCONTRACTORS REFERENCES**

**ITB 23-111**

**Fence Installation and Repair Services**

- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.
16. **CONFIDENTIAL INFORMATION.** Contractor acknowledges that it may have access to and become acquainted with confidential information, including, but not limited to, any information the disclosure of which is limited by state or federal law. Unless approved in advance in writing or is required to be disclosed by court order, subpoena or by law, neither Contractor nor any of its employees, will disclose, transfer, distribute or allow access to any confidential information of the other party to third parties. These obligations shall survive termination.
17. **ASSIGNMENT AND SUBCONTRACTING.** The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract goods or completed or substantially completed services purchased hereunder without the prior express written consent of the City. No assignment or subcontract by the Contractor, including any assignment or subcontract to which the City consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.
18. **ATTORNEYS' FEES.** Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.
19. **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.
20. **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

Acting City Manager  
City of Stonecrest  
3120 Stonecrest Blvd.  
400  
Stonecrest, Georgia 30038  
Email: [gscruggs@stonecrestga.gov](mailto:gscruggs@stonecrestga.gov)  
[wdenmark@fincherdenmark.com](mailto:wdenmark@fincherdenmark.com)

**With copies to:**

City Attorney  
Fincher Denmark, LLC  
100 Hartsfield Centre Pkwy, Ste.  
Atlanta, Georgia 30354  
Email:

**SUBCONTRACTORS REFERENCES**  
**ITB 23-111**  
**Fence Installation and Repair Services**

**If to the Contractor:**

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21. **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
22. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
23. **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
24. **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
25. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
26. **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
27. **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

**SUBCONTRACTORS REFERENCES**  
**ITB 23-111**  
**Fence Installation and Repair Services**

**IN WITNESS WHEREOF**, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**CITY OF STONECREST, GEORGIA,**

BY:

\_\_\_\_\_  
TITLE:

[Seal]

ATTEST (sign here):

\_\_\_\_\_  
Name (print):

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
APPROVED AS TO FORM:

City Attorney

Executed on behalf of:

**CONTRACTOR,**

BY (sign here):

Name (print):

Title: \_\_\_\_\_

[Corporate Seal]

ATTEST (sign here):

Name (print):

Title:

DATE: