Johns Creek

INVITATION TO BID (ITB)

TOWN CENTER STREETSCAPE (LAKEFIELD DRIVE IMPROVEMENTS)

BID NUMBER # 27-314

RECOMMENDED VIRTUAL PRE-BID CONFERENCE VIA MICROSOFT TEAMS

October 20, 2026, at 3:00 PM ET

Interested attendees must email purchasing@johnscreekga.gov prior to the day before of the meeting (preferably sooner) with their firm's request to participate in the online Teams Pre-Bid meeting. Please submit, firm name, email addresses of attendees and a meeting request will be sent to you by the Purchasing Division with a secure meeting link.

Release of Bid

October 12, 2026

Bid Due Date

November 10, 2026, at 2:00 PM ET

Questions must be asked electronically via BidNet:

Deadline for Questions

November 2, 2026, at 5:00 PM ET

Quotes, bids, and RFPs are electronically managed through the Georgia Purchasing Group by BidNet, our online bidding/vendor registration system, on the City website: https://www.johnscreekga.gov/Residents/Purchasing. To access the RFP document you must register with BidNet. Go to the City website above and click the link "register and view quote/bid/RFP opportunities".

EXHIBIT A - Bid Specifications

PURPOSE, INTENT AND PROJECT DESCRIPTION

The Contractor will construct streetscape improvements with on-street parking and pedestrian facilities along Lakefield Drive, construct a new connector road between Johns Creek Parkway and Lakefield Drive, reconstruct the West entrance of City Hall with a raised intersection, install decorative elements, and complete all other miscellaneous items necessary for completion of the work with the City of Johns Creek (City), Georgia. This work includes the following project:

TOWN CENTER STREETSCAPE (LAKEFIELD DRIVE IMPROVEMENTS)

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

SCOPE OF WORK

The Contractor shall construct the project per:

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

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

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

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall submit (3) references demonstrating experience completing projects of similar scope (please include contact email please).**

Retainage in the amount of 5% of the total amount due on each monthly invoice will be held by the City until project completion and acceptance.

The City, directly or through its contracted Construction, Engineering, and Inspection (CE&I) consultant, will inspect the work as it progresses.

BID QUESTIONS:

All questions related to the project and documents must be asked electronically through BidNet. A response will be made prior to 72 hours of the Deadline to Submit Bid electronically via BidNet. Contact with City staff during the solicitation period is forbidden. Offerors may contact the procurement officer for any clarification on schedule and bid submissions at *purchasing@johnscreekga.gov*.

PROCUREMENT SCHEDULE:

Bid Release	October 12, 2026
Virtual Pre-Bid Meeting	October 20, 2026, 3:00 PM ET
Deadline to Submit Questions	November 2, 2026, 5:00 PM ET
Deadline to Submit Bid	**November 10, 2026, 2:00 PM ET**
Anticipated Work Session	December 7, 2026
Anticipated Council Meeting	January 11, 2027
Anticipated NTP	January 18, 2027
Anticipated Completion Date	540 Calendar Days from NTP Date

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

The Contractor shall adhere to the following specifications unless they are not applicable to the project design scope or noted otherwise in the "Additional Special Provisions and Notifications" Section of this document.

PROSECUTION AND PROGRESS

The Contractor will have Five-hundred and Forty (540) calendar days from issuance of Notice to Proceed to be substantially complete with the project. The Contractor will be considered substantially complete when all contract work except for punch list work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon Notice of Award the Contractor will be required to submit a Progress Schedule. The Contractor shall be assessed liquidated damages in the amount of $450.00 per calendar day for any work not completed by the deadline. Liquidated damages shall be deducted from the 5% retainage held by the City.

The work will require the bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon notification from the contractor that all work is complete. A Punch List of found deficiencies will be submitted to the contractor upon completion of the Final Inspection. The Contractor at his expense shall complete all Punch List work prior to issuance of Final Acceptance. The City will retain 5% of the fee due the Contractor until

the Final Acceptance of work is issued by the City. The retainage will be paid as the final invoice after the project has been completed and accepted.

The Contractor shall not install lane closures or perform work or move equipment or materials on the traveled way that interferes with traffic flow between the hours of 6:00 am to 9:00 am and 4:00 pm to 8:00 pm (Monday through Friday) and 9:00 am to 1:00 pm on Sundays if weekend work is permitted.

Normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will permit extended workdays and work weeks for this project. The contractor must provide a work plan for these extended times to be approved by the City. No work will be allowed on City holidays (a complete list can be found on the City's website).

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall submit Notice of Intent as primary permittee in order to obtain the appropriate NPDES permit as per plans.

MATERIALS

The Contractor and/or the CE&I firm hired by the City will be responsible for quality control testing of materials incorporated into the project. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

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

INVOICING

The Contractor shall invoice monthly for work satisfactorily completed. Invoices need to be sent to the City's hired CE&I firm and Project Construction Mangers for approval. The Contract Number shall be listed on all invoices. Appropriate backup documentation shall be provided with each invoice. This backup must include an Excel spreadsheet showing the original estimated quantity, previous quantities completed, and quantities completed for that Payment Application.

If Fulton County Water and Sewer Utilities are included in the project, the costs for those items must be presented as a separate sub-total or separate invoice.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB, shown on the plans and / or included in the supporting documentation concerning quantities, scope of work, existing GDOT conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid. No adjustment will be made to the bid for differing site conditions.

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in their lump sum bid for Grading Complete. No adjustment will be made to the bid based on missing or inaccurate information.

No payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

UTILITIES

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

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

WATER AND SEWER REPLACEMENTS

Unless otherwise noted in the plan set, the contractor shall be responsible for adjusting to grade and/or replacing all existing Fulton County owned water and sewer structures that are impacted by the proposed project including, but not limited to, those shown on the 44-Series Plan Sheets.

Fulton County Technical Specifications shall be used for all adjustments and replacements of water and sewer facilities. Contractor or sub-contractor shall be on the Fulton County approved contractor list in order to complete this work.

All pipe fittings and accessories shall be included with the pipe (LF) price. No extra payment for traffic control and grading will be made. Those costs shall be included in the price bid for pipe installation.

TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction to the citizens. Work staging and operations shall be conducted in a manner to minimize interference with traffic flow thru existing parking areas. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with MUTCD and DOT specifications. Contractor shall take all necessary precautions for the protection of the workers and safety of the public.

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

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

Two-way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

All personnel, equipment, and materials required for installing and maintaining traffic control shall be the responsibility of the contractor.

Mandatory: Contractor shall furnish copies of traffic control certifications and a headshot photo of all personnel providing traffic control services during project. This requirement shall be furnished to the City at the project kick-off meeting.

Additional restrictions apply to Signal Work – See "Signal Installations/Upgrades" Section below.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property including, but not limited to, crops, fish ponds, trees, monuments, irrigation, mailboxes, highway signs and markers, fences, landscaping, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall notify the City after damage occurs in a timely manner and coordinate with the City to determine how quickly repairs shall be made on a case-by-case basis based on the safety, utility, and cost of the resulting damage. No retainage shall be released to the Contractor prior to correction of any damages.

Contractor will be responsible for ensuring adjacent parcel owners have access to their mailboxes. This includes relocating mailboxes temporarily and/or permanently, if necessary, at no additional cost to the City.

SURVEY

The Contractor will be responsible for all staking necessary to complete construction activities. All survey equipment, stakes and other materials needed, will be considered incidental to construction operations and no additional compensation will be provided. Electronic CAD files will be available to the winning bidder for information purposes only.

ESTABLISHING SURVEY CONTROL

The Contractor shall coordinate with the City of Johns Creek to reestablish and/or verify survey control prior to conducting any work activities for all highway projects greater than 500' in length or with a construction contract value greater than $250,000.

RIGHTS AND USE OF MATERIAL

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

GRADING COMPLETE

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

Finished grade of disturbed areas will match and blend with the elevation, context, and material type of existing adjacent areas not disturbed by construction operations.

The Contractor is also responsible for maintaining drainage throughout the contract. This includes, but is not limited to any ditch grading and/or temporary pipes required to accomplish this.

The costs of any required shoring required to construct stormwater pipes within the provided right of way and/or easements at the depth shown in the plans shall be included in the cost of Grading Complete.

Tree save fence shall be installed and maintained by the contractor as indicated on the plans.

The bidder shall include the cost for all such work in the "Grading Complete" bid item.

TREE PRESERVATION

The City desires to preserve as many specimen trees as possible within these projects. This means that trees are only to be removed if their trunks or a significant amount of their root system are within the limits of construction and/or will be impacted by other ancillary activities required during construction such as utility relocation.
For projects involving a trail or sidewalk, the City seeks opportunities to meander those features around existing trees if possible.

Prior to any clearing activities, the Contractor shall meet with the City's assigned Construction Manager in the field and mark the trees outside of the limits of construction that shall be preserved. Prior to this meeting the Contractor shall have staked the easements and construction limits.

In addition to construction limits, factors such as agreed upon right of way stipulations and impacts due to utility relocations should also be considered when determining whether or not a tree can be preserved.

If indicated on the plans, tree save fence shall be installed and maintained by the contractor as indicated on the plans.

The bidder shall include the cost for all such work in the "Grading Complete" bid item.

EROSION/SEDIMENT CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines, obtaining any required permits, and submitting the Notice of Intent as needed to meet these guidelines

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

The Contractor shall coordinate with the City to have the 7-Day Inspection performed by the engineer.

Contractor shall install and maintain erosion control BMP's per the plans unless directed otherwise by the City.

GRASSING

Contractor will be responsible for temporary and permanent grassing all disturbed areas. This work shall consist of ground preparation, furnishing and planting, seeding (including the cost of the seed), fertilizing, sprigging, mulching and watering of all areas disturbed due to construction operations. This work will comply with GDOT Section 700 – "Grassing". Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. The type of grass to be used shall match the established grass on the adjacent property or as noted on any Right of Way Plans or property stipulations.

In the event that areas are damaged prior to final project acceptance, the Contractor will repair or replace as necessary.

CITY FIBER

They City owns and maintains a traffic fiber network.

The Contractor is responsible for relocating and/or installing any fiber shown on the plans.

COORDINATION

The Contractor shall keep the City updated on the construction schedule, daily work plans and any challenges, setbacks in a timely manner. The Contractor shall provide advance notice to the City for activities that are expected to required lane or road closures, impact access to/from a driveway, and/or impact school-related activities.

Once Notice to Proceed has been provided, the Contractor shall establish a work schedule that includes, but not limited to clearing/grubbing, utility relocations, paving, and/or concrete work.

An updated schedule shall be included with each payment application/invoice.

PREPARATION OF SUBGRADE

This work shall consist of constructing the sub-grade such that the finished line and grade will conform to the line and grade as shown on the plan or as directed by City staff. The subgrade will be compacted to a degree such that no noticeable deflection is apparent. Removal of unsuitable material and replacement with suitable material is the responsibility of the Contractor. The City staff will verify line, grade, and compaction prior to placement of any materials. Contractor will not proceed with placement of materials without authorization by City staff.

CONCRETE SIDEWALK

The Contractor shall construct 4” and/or 6” depth Portland Cement Concrete sidewalks as stated in the plans, in accordance with the typical section.

Where space does not allow for a two-foot setback or where immovable objects restrict the width or location of the sidewalk, the contractor shall seek approval by the City prior to making adjustments in regard to the sidewalk width and/or location. Curb cut ramps shall be located at all intersections and driveways in accordance with GDOT and ADA requirements.

In addition, ADA compliant detectable warning surfaces shall be used at the toe of the ramps. Curb cut ramps and detectable warning surfaces are incidental to the cost for the Portland cement concrete sidewalks.

The detectable warning surfaces shall be the yellow fiberglass insert type and shall be at a minimum 2’ x 4’ in size. The detectable warning surfaces shall be considered incidental and no separate payment will be made. Also, the proposed sidewalk shall tie to the existing driveways in accordance with GDOT and ADA requirements. ADA ramps will be paid for at the contract unit price per SDY for sidewalk.

This work shall consist of supplying, transporting, forming, placing, finishing, and curing Portland Cement Concrete as sidewalks at locations specified in this ITB. Concrete shall conform to the minimum requirements for Class "B" as specified by GDOT. Concrete shall be placed only when the air temperature is 40 degrees Fahrenheit and rising. Concrete will be protected from freezing for the first 24 hours. Appropriate levels of care will be employed by contractor to restrict public access to uncured concrete. Concrete will be broom finished, edged, and jointed.

Concrete sidewalk construction will be performed in accordance with current GDOT specifications. Wherever sidewalks meander from the adjacent roadway, the contractor shall ensure that they follow all ADA guidelines, including, but not limited to the maximum grade requirement of 5%, and ensure that positive drainage flow is achieve. For any such locations of meandering sidewalks, it is the intent of the City to minimize tree removal, impacts to existing features, and/or required grading while meeting ADA requirements. Prior to tree removal and construction activities within such sections of the sidewalk, the contractor shall coordinate in the field with COJC as needed to establish a final trail and grading plan. This coordination process will establish which trees will be permitted to be removed for the project.

CONCRETE CURB AND GUTTER

The curb and gutter shall be installed in a manner to provide a uniform, standard curb and gutter section. It shall be installed to provide a straight and consistent-width gutter. It shall tie in to any surrounding existing curb and gutter in a smooth manner, without kinks.

Where the existing asphalt edge is not smooth, the Contractor shall saw cut the existing edge of pavement prior to forming and pouring the concrete. This work is incidental and no separate payment will be made to saw-cut the asphalt.

The concrete for the specified curb and gutter shall be formed to the standard width specified in the plans. Should a gap between the asphalt and the newly formed curb and gutter exist due to saw-cutting and/or existing conditions, the following procedures shall be followed:

Case 1 - Full Depth or Mill/Overlay Projects: For projects that involve asphalt/lane work, follow detail for Class "B" Concrete Widening

Case 2 – No Asphalt Work: For projects that do not include asphalt/lane work, the Contractor shall fill in the gap up to the existing surface course using concrete that has been dyed black.

Payment for this concrete will be made using 999-9999 GAP CONCRETE – BLACK (CY).

HANDRAIL INSTALLATION

The contractor shall install handrails as noted in the plans. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

Handrails shall be installed according to the Johns Creek Handrail Detail.

Contractor must receive approval from the City project contact prior to purchase and installation.

ASPHALT CONCRETE PAVEMENT

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

Refer to the typical sections for asphalt depths.

THERMOPLASTIC/PREFORMED PLASTIC PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings on the asphalt pavement sections and Preformed Plastic Markings with black contrast on the bridge. Final (thermoplastic and preformed plastic) pavement markings shall be placed at least 20 calendar days but no more than 60 calendar days after placement of final asphalt lift. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

The Contractor shall install temporary paint pavement markings prior to re-opening the roadway. This work will be considered incidental and should be included in the lump sum bid for Traffic Control.

The 20-day wait period for installing final thermoplastic striping will not count against the available calendar days as long as all other work is complete, including temporary centerline striping, and the road has been re-opened.

Existing striping shall be removed by a City approved method. Depending on field conditions, methods may include:

1. Blasting for temporary and painted striping
2. Grinding for thermoplastic striping. The Contractor shall use a surface treatment for eradication by grinding to ensure and even look and feel to the roadway, if needed.

SAFETY

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

CLEANUP

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

Contractor shall be responsible for clearing any construction debris from usable shoulders in a timely manner so as not to become a hazard.

PEDESTRIAN ACCESS

If an existing pedestrian access is present within the project area, the Contractor must ensure that the access is maintained or provide an equivalent alternate path throughout the duration of construction, unless the City grants an exception. The bidder is required to include the cost of this work under the "Grading Complete" bid item.

DRIVEWAYS

The contractor is responsible for ensuring that all driveways are constructed to avoid uncomfortable or hazardous conditions for drivers entering or exiting. This includes, but is not limited to, issues such as blind spots and vehicles scraping or bottoming out. The contractor must evaluate the site for such conditions and make any necessary grading adjustments prior to the installation of concrete or asphalt. The contractor shall be responsible for correcting any driveways that are found to be deficient at no additional cost to the City.

RIGHT OF WAY STIPULATIONS

The following Parcel Stipulations negotiated during the Right of Way Acquisition process shall be addressed by the contractor. No additional payment shall be made for these actions unless a material quantity is provided in the bid schedule.

ADDITIONAL SPECIAL PROVISIONS AND NOTIFICATIONS

See separate document.

REQUIRED BONDS

5% Bid Bond (Contract value).
100% Payment Bond (Contract value).
100% Performance Bond (Contract value)

INSURANCE REQUIREMENTS

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

Insurance covering claims under Workmen's Compensation, in accordance with the laws of the State of Georgia, disability benefit and other similar employee benefit acts, against himself or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

Owner's protective liability insurance, in the name of the City, his professional consultants and their agents as additional insured under the contractor's general liability insurance policy with respect to the services performed by the Contractor for the City, with the following minimum coverage amounts:

- General Liability Insurance:
  - $1 million per occurrence (minimum)
  - $3 million aggregate
  - $100,000 Damage to Rented Premises
  - Shall include Projects and Completed Operations coverage
  -

- Professional Liability:
    - $1 million per occurrence
    - $3 million aggregate

Any exclusion of so-called underground damage to pipes, collapse of structures or damage resulting from explosion or blasting, shall be deleted. Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the project.

Certificate Holder should read: The City of Johns Creek, Georgia, 11360 Lakefield Drive, Johns Creek, Georgia 30097.

EXHIBIT B.

COST PROPOSAL

Offerors shall enter their firm's unit price cost proposal directly into BidNet during bid submission. A pay item Excel sheet is available for download directly from BidNet for your convenience and may be uploaded as part of your submission. For assistance with the platform, contact BidNet Support at 1-800-835-4603.

Please Note: Do not wait until the last minute to submit your bids. City staff has no access to bids prior to the official closing time and the subsequent release of bids by BidNet. Ensure all submissions are completed well in advance of the deadline.

EXHIBIT C.

REQUIRED FORMS AND DOCUMENTS

CITY OF JOHNS CREEK

PROPOSAL LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Invitation to Bid (ITB) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the ITB.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the ITB and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this proposal shall be valid and held open for a period of Seventy Five (75) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION
(Offeror to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

CITY OF JOHNS CREEK

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.

Please complete this form and return as part of your Quotes/RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.) ***Offeror(s) will list N/A-Not Applicable to the fields below, if applies:***

_____

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.

Amount/Value	**Description**
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:

_____	_____
_____	_____

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as , or any subsequent replacement program;
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Employees:_____

E-Verify #_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

Town Center Street Scape ITP 27-314
Name of Project

City of Johns Creek, Georgia
Name of Public Employer

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

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

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

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

_____
NOTARY PUBLIC
My Commission Expires: _____

Johns Creek

O.C.G.A. § 50-36-1(e)(2) Affidavit
Verifying Lawful Presence in the United States
(Individual submitting proposal on behalf of firm or individual)

By executing this affidavit under oath, as an applicant for a(n) _____, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

☐ I am a United States citizen.

☐ I am a legal permanent resident of the United States.

☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

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 this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____(state).

_____
Signature of Applicant

_____
Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the _____ day of _____, 20_____.

_____
(Clerk/Notary Public)

My commission expires: _____

CERTIFICATION ON SPONSER

DRUG-FREE WORKPLACE

I hereby certify I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____ _____, and I further certify that:

(1) The Provisions of Section 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; and

(2) A drug−free workplace will be provided for Contractor's employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug−free workplace. Contractor shall secure from the Subcontractor the following written certification: "As part of the subcontracting agreement with Contractor,_____ certifies to Contractor that a drug−free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50−24−3"; and

(4) The Undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR

Date: _____ **Signature:** _____

Print Name: _____ **Title:** _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

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

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

Social security number

_ _

or

Employer identification number

_

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** **Date**

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Johns Creek
Purchasing Division

LIST OF SUBCONTRACTORS

I do_____, do not_____, propose to subcontract some of the work on this project.
I propose to Subcontract work to the following subcontractors:

SUBCONTRACTOR	WORK TO BE PERFORMED	% OF THE WORK

Company Name:_____

- **City of Johns Creek requires 51% participation by the Prime Contractor on all projects.**
- **Prime Contractor required to submit E-verify affidavit's for each Subcontractor performing services. Subcontractor Affidavit OCGA 13-10-91 form.**

ITB:27-314 NAME _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

_____
(Name of Surety)

_____
(Address of Surety

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

City of Johns Creek Georgia
(Name of Obligee)
11360 Lakefield Drive, Johns Creek, Georgia 30097 (Address of Obligee)

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

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

ITB 27-314 Streetscape Improvement at Lakefield Drive

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

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

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

Signed, sealed, and dated this _____ day of _____A.D., 20____

ATTEST:

_____ _____
(Principal Secretary) (Principal)

(SEAL) BY: _____

_____ _____
(Witness to Principal) (Address)

_____
(Address)

_____
(Surety)

ATTEST
BY: _____
(Attorney-in-Fact) and Resident Agent

_____
(Attorney-in-Fact)

(Seal) _____
(Address)

_____
(Witness as to Surety)

_____
(Address)

_____

Johns Creek
GEORGIA
PURCHASING

REFERENCES

REFERENCES: Please provide the City with three(3) clients of similar size and scope of work. You may submit your standard list of references as opposed to using this form, but you still need to complete and sign at the bottom.

REFERENCE # 1

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Phone Number and Email: _____

Date When Work Performed: _____

Description of Work Performed _____

_____

_____

REFERENCE # 2

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Phone Number and Email: _____

Date When Work Performed: _____

Description of Work Performed _____

_____

Johns Creek
GEORGIA
PURCHASING

REFERENCE # 3

Name of Entity/Firm: _____

Mailing Address: _____

City/State/Zip Code: _____

Contact Person Name: _____

Contact Phone Number and Email: _____

Date When Work Performed: _____

Description of Work Performed _____

_____

_____

EXHIBIT D.

MAP

