

RELEASED FOR BIDS

Contract Documents & Specifications

**PEDESTRIAN INFORMATION KIOSK
AT MULBERRY RIVER WALK
For
TOWN OF BRASELTON**



OFFICIALS

**The Honorable Bill Orr, Mayor
The Honorable Becky Richardson, Council Member
The Honorable Peggy B. Slappey, Council Member
The Honorable James C. Joedecke, Jr., Council Member
The Honorable Hardy Johnson, Council Member
Jennifer Scott, Town Manager**

MARCH 2021

Prepared by:



303 Swanson Drive, Lawrenceville, GA 30043
phone 770-962-1387 fax # 770-962-8010
www.eminc.biz

CONTRACT DOCUMENTS & SPECIFICATIONS

**PEDESTRIAN INFORMATION KIOSK
AT MULBERRY RIVER WALK
FOR THE
TOWN OF BRASELTON**

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ADVERTISEMENT FOR BIDS
Pedestrian Information Kiosk
at Mulberry River Walk
for the
Town of Braselton, Georgia

Sealed bids will be received by the Town of Braselton, Georgia (OWNER), for furnishing all materials, labor, tools, equipment, and any other miscellaneous items necessary for the construction of a Pedestrian Information Kiosk in Braselton, Georgia.

For the purposes of this advertisement, bid proposal process, contract documents, and technical specifications, the terms bid(der) and/or bid proposal and/or proposal shall be synonymous.

Bid-proposals will be received at the Town of Braselton – Town Hall, P. O. Box 306, 4982 Highway 53, Braselton, Georgia 30517 until 10:00 a.m., April 23, 2021. Any bid received after said time and date of bid opening will not be considered by OWNER. Bids will be publicly opened and read aloud at this time and location. All bids will be evaluated by OWNER and the project will be awarded, if it is awarded, within thirty (30) days of the bid opening. If a bidder is not selected within thirty (30) days of the bid opening, any bidder that is determined by the OWNER to be unlikely of being selected for contract award shall be released from their bid.

The Project consists of, but is not limited to the following major elements:

Supply and installation of (1) Pedestrian Information Kiosk at Mulberry River Walk

Time of completion for all work associated with this project shall be sixty (60) consecutive calendar days from the date of a written "Notice to Proceed" from OWNER.

The Instructions to Bidders, Bid Proposal Form, and Drawings, may be examined at the following locations and internet web sites:

OWNER:

Town of Braselton
Town Hall
4982 Highway 53
Braselton, Ga 30517
www.braselton.net

ENGINEER:

Engineering Management, Inc.
303 Swanson Drive
Lawrenceville, GA 30043
770-962-1387 (T)
770-962-8010 (F)
www.eminc.biz

The successful bidder will be required to furnish OWNER with Insurance, Workman's Compensation Insurance, and Performance and Payment Bonds* in the amount of one-hundred percent (100%) of the total bid.

Each bid must be submitted in a SEALED ENVELOPE, addressed to the OWNER. Each sealed envelope containing a Bid must be plainly marked on the outside as, " Pedestrian Information Kiosk at Mulberry River Walk, Town of Braselton, Georgia". If bid is forwarded by mail, the sealed envelope containing the Bid must be enclosed in a separate mailing envelope to the attention of the OWNER at the address previously given.

All Bids must be made out on the bid form of the type bound in the Contract Documents, in accordance with the instructions in the Information for Bidders. No interlineation, additions, or deletions shall be made in the proposal form by the BIDDER.

Any and all Bids received without the aforementioned qualification criteria enclosed, will be returned to the BIDDER.

CONTRACTORS and SUBCONTRACTORS bidding on this Project will be required to comply with all Federal, State, and local laws.

OWNER reserves the right to waive any informalities or to reject any or all Bids, to evaluate Bids, and to accept any Bid which in its opinion may be in the best interest of the OWNER. No Bid will be rejected without just cause.

Successful Bidder will be required to perform WORK as the Prime Contractor. WORK performed by Prime Contractor shall be at a minimum 30% of the contract value.

No BIDDER may withdraw his bid within the time limit specified in the Instruction to Bidders (Section 00100).

Jennifer Scott
Town Manager
Braselton, Georgia

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Town of Braselton, Georgia (herein referred to as "OWNER"), invites Bids on forms attached hereto. All blanks must be appropriately filled in. Bids will be received by OWNER at the address stated in Section 00030. Bids will be publicly opened and read aloud by OWNER at said time and place.

OWNER may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in the Bids received, may reject any and all Bids, and may accept any Bid which is deemed most favorable. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a Bid within thirty (30) days after the date of the opening thereof. If a bidder is not selected within thirty (30) days of the bid opening, any bidder that is determined by the OWNER to be unlikely of being selected for contract award shall be released from their bid.

2. PREPARATION OF BID

Each Bid must be submitted on the prescribed Bid Form and accompanied by the following documents:

Bid Form (Section 300)

All blank spaces for unit prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing items must be fully completed and executed when submitted. Bids shall have original signatures and must be submitted in a SEALED ENVELOPE bearing on the outside, the name and address of the bidder, and name of the project for which the Bid is submitted. The OWNER has the right to reject any bid that does not contain the above information.

BID MODIFICATIONS WRITTEN ON THE OUTSIDE OF ENVELOPE WILL NOT BE ACCEPTED

3. PRE-BID SUBMITTALS

NOT USED

4. CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS

Bidders are advised to carefully examine the CONTRACT DOCUMENTS, Specifications, and Drawings for the proposed WORK. Bidders are expected to examine the Drawings and the location of the WORK, verify all information with authorities concerned, to inform themselves of all laws, ordinances and regulations of all authorities having jurisdiction, and to judge for themselves all the circumstances affecting the cost of the WORK and the time required for its completion.

The Bidder shall assume all risks concerning latent physical conditions at the site that may affect his costs, progress or performance of the work.

5. SUBCONTRACTS

Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract, must be acceptable to the OWNER.

6. TELEGRAPHIC MODIFICATIONS

BID MODIFICATION BY TELEGRAPHIC COMMUNICATION WILL NOT BE ALLOWED.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

NOT USED

8. TIME OF COMPLETION

Sixty (60) days.

9. METHOD OF BIDDING

Unit prices for each Bid item in the proposal shall include its pro rata share of overhead and profit so that the Base Bid price given on Bid Summary Sheet represents the total bid. Any bid not conforming to this requirement may be rejected as informal.

The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item multiplied by the unit price in words. The correct total amount bid for the complete work is defined as the correct sum total of the correct amounts bid for the individual items in the bid form.

10. QUALIFICATIONS OF BIDDER

NOT USED

11. BID SECURITY

NOT USED

12. EXECUTION OF BID DOCUMENTS

Bids which are not signed by individuals making them shall have attached thereto a power-of-attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a bid is signed by an attorney-in-fact, there shall be a power-of-attorney executed by the partners attached to the Bid evidencing authority to sign the Bid.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the wording "By _____". Such Bids shall also carry the corporate seal of said corporation.

Bidder shall furnish all data required by these CONTRACT DOCUMENTS. Failure to do so may result in the Bid being declared non-responsive. Acceptance of Bidder's documentation and substantiation or Contract Award by OWNER does not relieve Bidder of Liability for nonperformance as covered in the CONTRACT DOCUMENTS, nor will Bidder be exempted from any other legal recourse OWNER may elect to pursue.

13. POWER-OF-ATTORNEY

NOT USED

14. METHOD OF AWARD

Upon careful review and consideration of the Qualifications and Bid Summary (including all alternate prices), OWNER will award Contract to Prime/General CONTRACTOR deemed the lowest responsible and responsive bidder as required by Georgia law. Project award shall be based on the base bid, plus alternates may be awarded at the discretion of OWNER. Bidder to whom the award is made will be notified at the earliest possible date. OWNER reserves the right to reject any and all bids and to waive any informalities in bids received whenever such rejection or waiver is in OWNER's best interest. A responsive Bidder shall be one who submits his bid in the proper form as called for in the CONTRACT DOCUMENTS.

A responsible Bidder shall be one who can fulfill the following requirements:

- A) Bidder shall maintain a permanent place of business. This requirement applies to Bidder where Bidder is a division or a corporation, or where Bidder is fifty percent (50%) or more owned by a person, corporation or firm.
- B) Bidder shall demonstrate that he has adequate construction management experience and sufficient equipment resources to properly perform the work under and in conformance with these CONTRACT DOCUMENTS. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to Bidder to perform the WORK.
- C) Bidder shall demonstrate that he has financial resources of sufficient strength to meet the obligations incidental to the performance of the WORK covered by these CONTRACT DOCUMENTS. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

15. ADDENDA AND INTERPRETATIONS

No modification of the meaning of the plans, specifications or other bid documents will be made to any Bidder orally.

Requests for clarifications or interpretation of the plans, specifications or other bid documents may be conveyed orally or in writing addressed to Engineering Management, Inc., 303 Swanson Drive, Lawrenceville, Georgia 30043 (Fax No. 770-962-8010), and to be given consideration, must be received at least seven (7) days prior to the date fixed for the opening of bids. Every modification or clarification of a potentially ambiguous item made to a Bidder will be in the form of a written Addendum to the CONTRACT DOCUMENTS, and when issued, will be on file in the office of the ENGINEER at least three (3) days before bids are opened. Any Addendums, if issued, will be emailed and mailed by U.S. mail to all prospective Bidders (at the respective addresses furnished for

such purposes), not later than three (3) days prior to the date fixed for the opening of the Bids. Failure of any Bidder to receive any such addendum shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the CONTRACT DOCUMENTS.

16. COORDINATION OF CONTRACTS

NOT USED

17. CONDITIONS OF WORK

NOT USED

18. SITE CONDITIONS

OWNER does not make any representation as to the soil conditions to be encountered or as to foundation materials. The CONTRACTOR must assume all risk as to the nature and behavior of the soil which may be encountered or of soil, or water, or rock, which underlies the Work or is adjacent thereto, including any difficulties that may be due to quicksand or other unfavorable conditions that may be encountered in the WORK, whether apparent upon surface inspection or disclosed only in the process of carrying forward the WORK. Reference Section 00700, Article 4.0.

19. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and CONSULTING ENGINEER (also known as Engineering Management, Inc.) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER or the CONSULTING ENGINEER (Engineering Management, Inc.) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

20. START OF WORK

At an agreed upon time not to exceed 30 days from notification of award.

21. ADDITIONAL WORK NOT INCLUDED IN THE CONTRACT

NOT USED

22. NONDISCRIMINATION IN EMPLOYMENT

NOT USED

23. CONTRACTOR'S AVAILABILITY

NOT USED

24. CONSTRUCTION CLEARING

NOT USED

25. SANITARY FACILITIES

No sanitary facilities are available at project site.

26. OFFICE SPACE AND FACILITIES FOR ENGINEER

NOT USED

27. BUILDINGS AND SHANTIES

NOT USED

28. INTOXICATING LIQUORS AND DRUGS

The CONTRACTOR shall neither permit nor suffer the introduction or use of intoxicating liquor or illegal drugs upon or about the WORK specified in this Contract or upon any of the grounds occupied by him or his employees.

29. LINE AND GRADE

All construction field layout and staking shall be the responsibility of the CONTRACTOR.

30. MEASURES AND WEIGHTS

NOT USED

31. ENVIRONMENTAL REQUIREMENTS

Reference Section 00820, Compliance with Clean Air and Water Acts.

A. Air Pollution

1. The CONTRACTOR shall be responsible for any necessary burning permits.

B. Stream Pollution

1. Conduct all work in such a manner as to prevent stream siltation.

2. No discharges for untreated or partially treated wastewater to streams is allowed.

3. Any State NPDES Stormwater Discharges permit(s) required, including a Notice of Intent (NOI) is the responsibility of the CONTRACTOR.

4. Monitoring and reporting requirements associated with a NPDES Stormwater Discharges Permit shall be the responsibility of the CONTRACTOR.

32. INSUFFICIENCY OF SAFETY PRECAUTIONS

NOT USED

33. ELECTRIC POWER

No power is available at site. If electric power is required Contractor shall be responsible for obtaining electric power.

34. EXISTING TREES, SHRUBBERY, AND LAWNS

No existing trees or shrubs shall be damaged at the project site.

35. SEWAGE AND WATER FLOWS

NOT USED

36. NONSEGREGATED FACILITIES

NOT USED.

37. THE BUY AMERICAN CLAUSE

NOT USED.

38. FEDERAL, STATE and LOCAL PERMITS

All anticipated federal, state and local permits required for this project have been obtained.

39. EASEMENTS and RIGHT-OF-WAY

All anticipated easements and right-of-way required for the project have been obtained.

END OF SECTION

BID FORM

**Pedestrian Information Kiosk
At Mulberry River Walk
Town of Braselton, GA**

THIS BID IS SUBMITTED TO:

Town of Braselton
Town Hall
4982 Highway 53
Braselton, GA 30517
(Telephone) 706-654-3915

(Hereinafter called "Owner")

THIS BID IS SUBMITTED BY:

(Name)
(Address)

(Telephone)

(Hereinafter called "Bidder")

BIDDER, in compliance with the Advertisement for Bids for the construction of this project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the Work required under the CONTRACT DOCUMENTS, of which this proposal is a part.

**BID SCHEDULE
TITLE**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. No. of Units</u>	<u>Unit Price Bid</u>	<u>Total for Item</u>
1	<p>Supply and installation of Pedestrian Kiosk consisting of (1) fabricated aluminum cabinet @ 38"x27"x6" (painted finish: digitally printed vinyl "map graphic" applied on (2) faces. (2) fabricated aluminum "eyebrows" @ 1"x29"x7" (painted finish), (2) 1/2" thick, cut aluminum "aprons" @ 6"x17" (painted finish), (1) 4" diameter aluminum tube post @ 82" length (with a fabricated aluminum "decorative cap" @ 2"x6"x6"; painted finish), (1) "below grade", aluminum tube post @ 39" length (painted finish), (1) fabricated aluminum "Script B logo" @ 20" height x 1-1/2" thick (three layers of 1/2" thick aluminum, painted (2) color finish) & (1) Brandon Industries #2PCL8 decorative base (painted finish). Mounting is via direct burial into a poured-in-place concrete.</p>			<p>_____ Dollars and Cents</p> <p>_____ (Unit Price in Words)</p>	

<p>Total Amount Base Bid: \$ _____</p> <p>(Price in Words) _____</p> <p>_____</p> <p>NOTE: Amounts shall be shown in words and figures; the amount written in words shall take precedence.</p>
--

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete WORK within a total construction time of sixty (60) consecutive calendar days of the date specified in this "Notice to Proceed".

BIDDER acknowledges receipt of the following addenda:

Addendum No.	Date Received

BIDDER agrees to perform all of the construction of the project complete with appurtenances and accessory work described in the Specifications and shown on the Drawings for the above scheduled price(s).

The above scheduled price(s) shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.



MAYOR
Bill Orr
 COUNCIL MEMBERS
 District 1
Becky Richardson
 District 2
Peggy B. Slappey
 District 3
James C. Joedecke, Jr
 District 4
Hardy Johnson

VENDOR/CONTRACTOR/ SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the Town has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Town of Braselton, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Town at the time the subcontractor(s) is retained to perform such service.

 EEV / E-Verify Number Date Authorized

FURTHER AFFIANT SAYETH NOT.

 BY: Authorized Officer or Agent Date

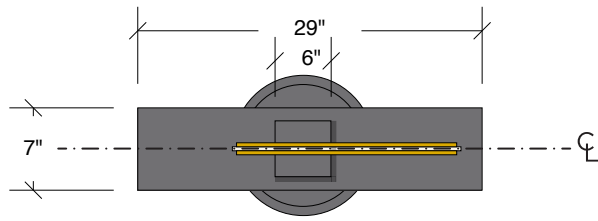
 Contractor Name

 Title of Authorized Officer or Agent of Contractor Printed Name of Authorized Officer or Agent

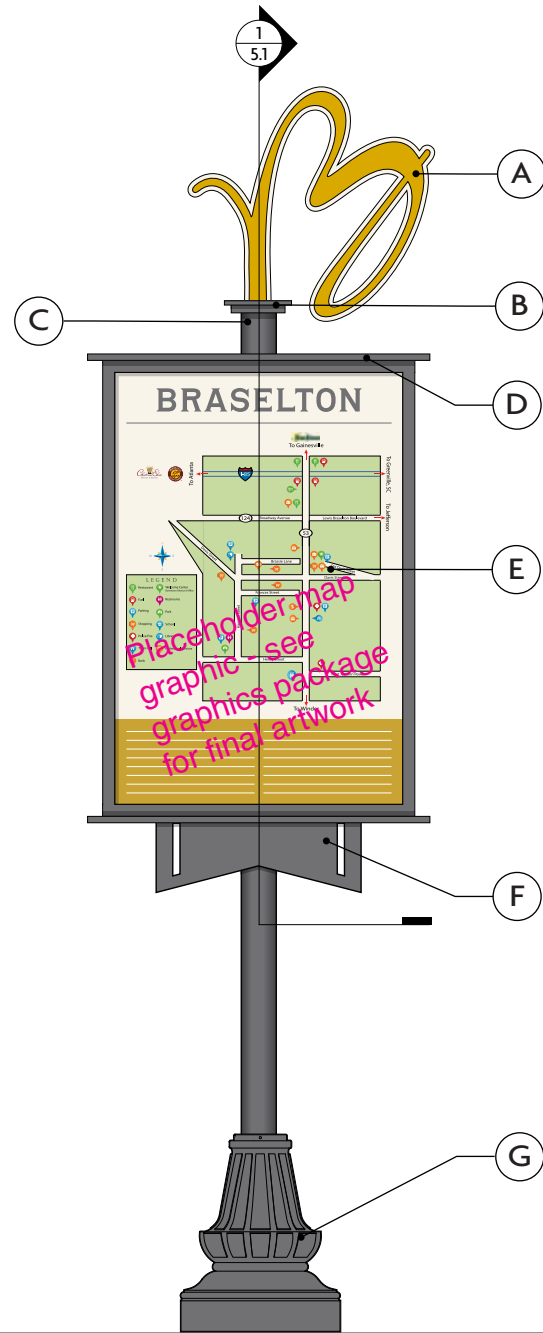
Sworn to and subscribed before me
 This _____ day of _____, 20__

 Notary Public
 My commission expires: _____

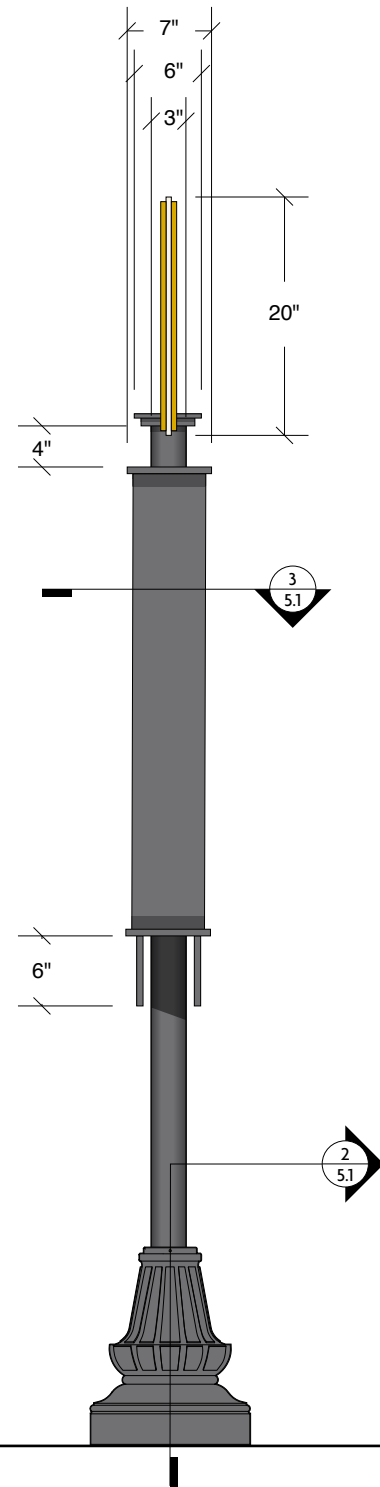
* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



5 E. Pedestrian Kiosk - Plan View
SCALE: 3/4" = 1'-0"



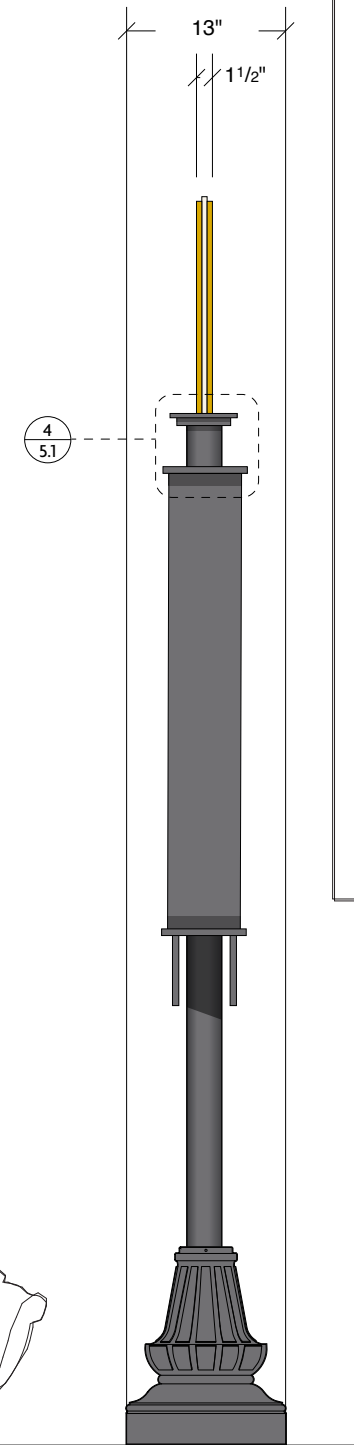
1 E. Pedestrian Kiosk - Front Elevation
SCALE: 3/4" = 1'-0"



2 E. Pedestrian Kiosk - Side Elevation
SCALE: 3/4" = 1'-0"



3 E. Pedestrian Kiosk - Back Elevation
SCALE: 3/4" = 1'-0"



4 E. Pedestrian Kiosk - Side Elevation
SCALE: 3/4" = 1'-0"

SPECIFICATIONS

- MATERIALS:**
- A- Three (3) 1/2" water-jet cut alum. layers, chemically bonded together. Outer layers painted (P3,P4,P5,P6) (depending on location); Middle layer painted (P1)
 - B- Fabricated cap painted (P2)
 - C- 4" OD pole; painted (P2)
 - D- Fabricated alum. cabinet with extended end caps; painted (P2)
 - E- 1/8" sign panel with screen printed graphics (provided by Sky Design)
 - F- Water-jet cut apron detail; secured to bottom fabricated cap; painted (P2)
 - G- Brandon Industries decorative base (spec); painted (P2)

- INSTALL:**
- Sign internal structural post to be set in concrete
 - All structural components to be verified by engineer
 - Backfill as required
 - Concrete footing to be verified by structural engineer

- NOTES:**
1. All locations will require additional review to determine exact orientation and placement.
 3. Sign is (2) sided
 4. Sign is non-illuminated

55 IVAN ALLEN JR. BLVD., SUITE 100 ATLANTA, GA 30308 P: 404.688.4702 F: 404.688.2255 W: SKYDESIGNGRAPHICS.COM

sky design

PROJECT NO: 31370.00

TITLE: City of Braselton Signage & Wayfinding

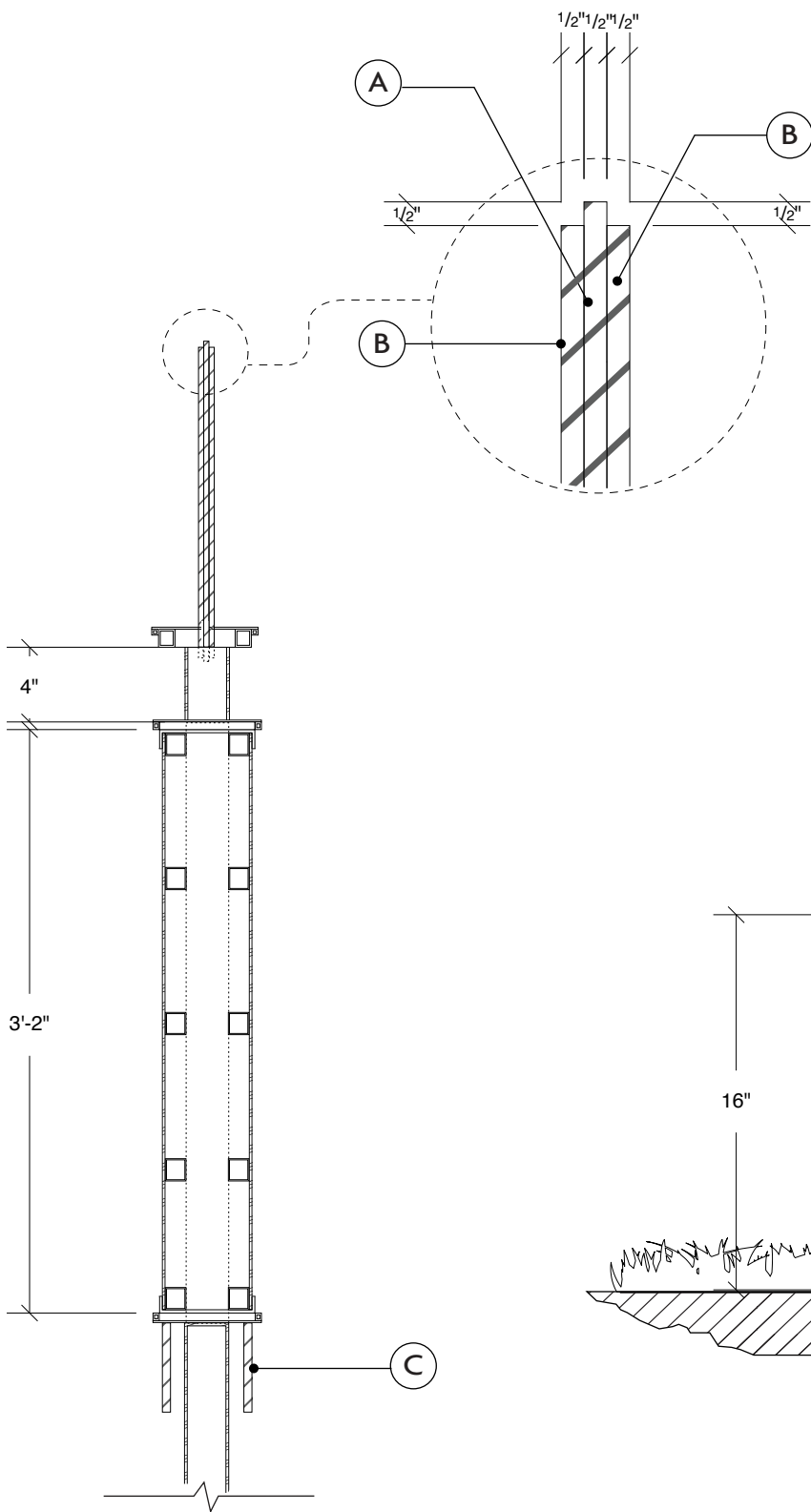
SIGN TYPE: E. Pedestrian Information Kiosk

ISSUE DATE: 03.09.2018

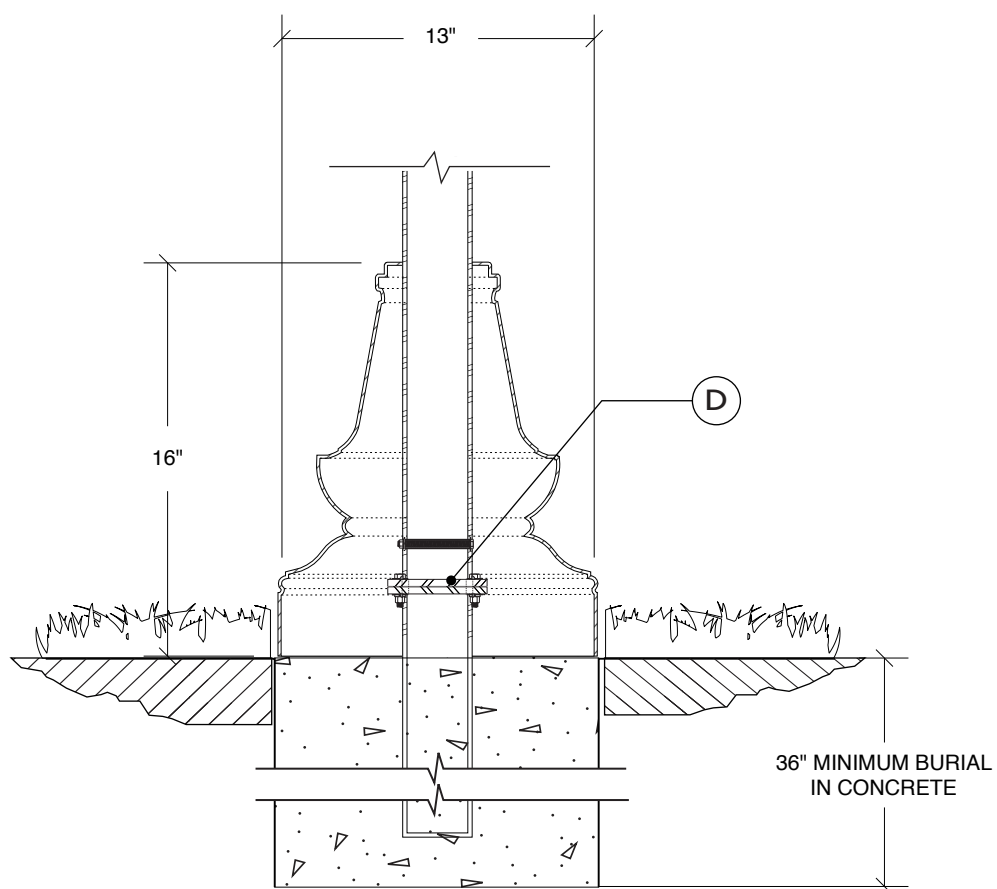
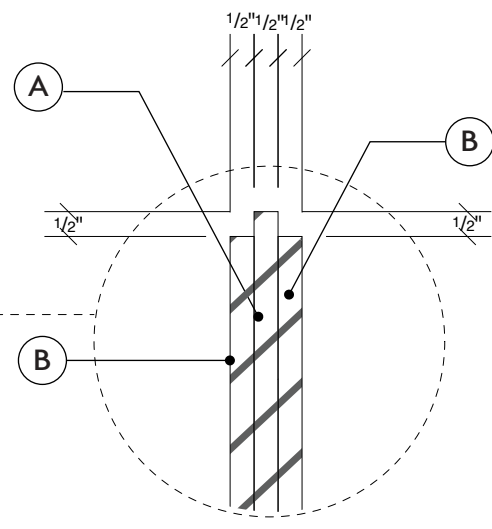
REV. #: 1 03.22.2019

DRAWN BY: CW/TC/JM

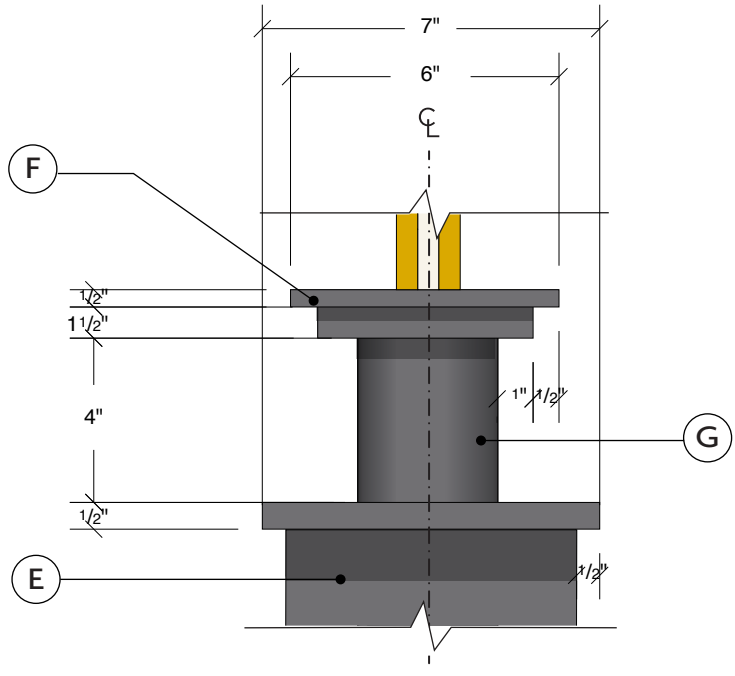
EXHIBIT 2 - KIOSK ELEVATION SHEET



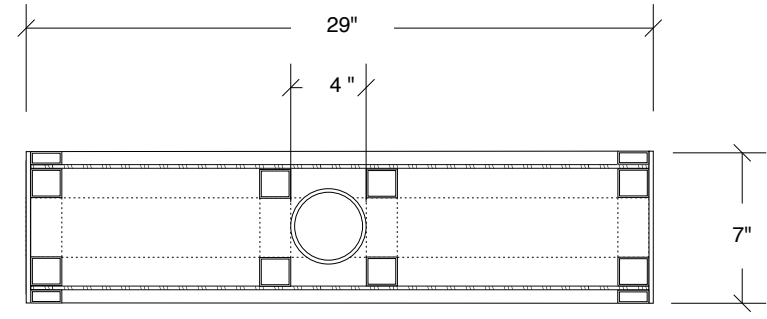
1 E. Pedestrian Kiosk - Front Elevation
SCALE: 1" = 1'-0"



2 E. Pedestrian Kiosk - Section Detail
SCALE: 1 1/2" = 1'-0"



4 E. Pedestrian Kiosk - Detail View
SCALE: 3" = 1'-0"



3 E. Pedestrian Kiosk - Section Detail
SCALE: 1 1/2" = 1'-0"

SPECIFICATIONS

- MATERIALS:**
- A- 1/2" alum. waterjet cut logo painted (P1)
 - B- 1/2" alum. waterjet cut logo painted (P3) (paint color depending on sign location)
 - C- Water-jet cut apron detail; secured to bottom fabricated cap; painted (P2)
 - D- Break away base
 - E- Fabricated aluminum cabinet with extended end caps; painted (P2)
 - F- Fabricated cap painted (P2)
 - G- 4" OD pole; painted (P2)

- INSTALL:**
- Sign internal structural post to be set in concrete
 - All structural components to be verified by engineer
 - Backfill as required

- NOTES:**
1. All locations will require additional review to determine exact orientation and placement.
 3. Sign is (2) sided
 4. Sign is non-illuminated