

REQUEST FOR PROPOSALS

TO PROVIDE

METAL ROOF REPLACEMENT

AT



1595 Centennial Olympic Parkway, Conyers, Georgia 30013

APRIL 2026



CITY OF
CONYERS

Celebration of Community

CITY OF CONYERS

901 O'KELLY STREET, CONYERS, GA 30012

770-483-4411

CONTACT: BRIAN FRIX, P.E.

brian.frix@conyersga.gov

1. INTRODUCTION:

a. Purpose

The City of Conyers, herein referred to as the City, is seeking Proposals from qualified contractors interested in providing all labor, materials, and equipment for a **Metal Roof Replacement at the Cherokee Run Golf Course Clubhouse, located at 1595 Centennial Olympic Parkway, Conyers, GA 30012**. The Scope of Work is provided below. All respondents to this solicitation are subject to instructions communicated in this document, and are cautioned to completely review the entire document and follow instructions carefully. The City reserves the right to modify existing provisions, include additional provisions which are not addressed herein, and reject any or all proposals.

There will be a Mandatory Pre-Proposal Meeting held on May 18, 2026 at 10:00 AM at the following location:

**Cherokee Run Golf Course Clubhouse
1595 Centennial Olympic Parkway
Conyers, GA 30012**

Please bring a copy of the solicitation documents to the pre-proposal meeting as copies will not be provided to you.

Any questions and/or misunderstandings that may arise from this RFP must be submitted in writing according to instructions in paragraph 2(a.) below. Answers to questions that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the City’s website at www.conyersga.com. Any discussions and/or documents will be considered non-binding unless incorporated and issued in an addendum. It is the proposer’s responsibility to check the City of Conyers website for any addenda that may be issued, prior to submitting a proposal for this RFP.

b. Award Process

The City intends to make a single award to the lowest, responsive, and responsible qualified respondent meeting all requirements identified herein. Proposers are to submit at least three (3) references from projects with similar materials, process, cost, and experience. See **Exhibit E** for Contractor Questionnaire.

c. Schedule of Events

The following Schedule of Events represents the City’s best estimate of the schedule that will be followed. All times indicated are Eastern Standard Time. The City reserves the right to adjust the schedule as deemed necessary.

Mandatory Pre-Proposal Meeting	May 18, 2026 @ 10:00 AM EST
Written Questions Due	May 21, 2026 by 5:00 PM EST
Response to Written Questions	May 22, 2026
Bid Due Date and Time	May 28, 2026 @ 3:00 PM EST
Notice of Award (NOA) (on or about)	June 18, 2026
Substantial Completion Date	(6)-Six Weeks from Notice to Proceed Date

2. GENERAL INSTRUCTIONS:

a. Submittal of Questions and Requests for Clarification

It is the responsibility of each respondent to examine the entire solicitation document, seek clarification in writing, and review its submittals for accuracy before submitting. Questions about any aspect of the RFP, or the service, shall be submitted in writing (via e-mail) to:

Brian Frix, P.E., Email: brian.frix@conyersga.gov

All relevant and significant questions will be answered in writing and issued in an addendum. All addenda, if issued, will be posted to the City's website at <http://www.conyersga.com/businesses/bid-opportunities>

b. Insurance Requirements

Bidder must provide evidence of their ability to supply a current Contractor's Public Liability Insurance Policy, and must be insurable in the following amounts for these services. A statement from the supplier's insurance carrier must be submitted as **Exhibit J - Evidence of Insurability**. Statement shall list the City of Conyers as an additional insured.

<u>Coverages:</u>	<u>Limits of Liability:</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
Professional Liability/General Liability	\$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the City, and shall provide for thirty (30) days prior notice of cancellation to the City. Upon contract award, Contractor shall deliver to the City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

The City of Conyers, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies.

c. Statement of Agreement

With submission of a Proposal, the Bidder agrees that he/she has carefully examined the solicitation, and the Bidder agrees that it is the Bidder's responsibility to request clarification on any issues in any section of the solicitation with which the Bidder disagrees or needs clarified. The Bidder also understands that failure to mention these items in the Bid will be interpreted to mean that the Bidder is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a Bid, the Bidder hereby certifies: (a) that this Bid is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or

corporation; (b) that Bidder has not directly or indirectly included or solicited any other Bidder to put in a false or insincere Bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from sending a Bid.

d. Open Records Act and Trade Secrets

All Proposers should obtain and thoroughly familiarize themselves with the Georgia Open Records Act (O.C.G.A. §50-18-70, *et seq.*) and the Georgia Open Meetings Act (O.C.G.A. §50-14-1, *et seq.*) (collectively, the “Open Government Laws”) applicable to the issues of confidentiality and public information. The City will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Open Government Laws, as to whether or to what extent documents submitted with their Proposal are or may be exempt from the Open Government Laws, as to the interpretation of such laws, or as to the definition of “proprietary”. Each Proposer shall be solely responsible for determining the application and requirements of Open Government Laws. All written correspondence, exhibits, photographs, reports, printed material, tapes, electronic discs, and other graphic and visual aids submitted to the City during this procurement process are the property of the City, may not be returned to the submitting parties, and are subject to the Open Government Laws.

Georgia law also recognizes a protection from public disclosure for information which is determined to be a “trade secret”. Each Proposer shall be responsible for complying with O.C.G.A. §50-18-72(a)(34) regarding “trade secrets,” and/or determining which is otherwise exempt from disclosure under O.C.G.A. §50-18-72 or any other applicable law. IN addition, and as it relates to “trade secrets,” any Proposer submitting and wishing to keep records containing trade secrets confidential shall submit and attach to all such records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Code. Proposers are advised that the designation of “proprietary” or “trade secret” with respect to any documents or other information submitted shall not be binding on the City or determinative of any issue relating to confidentiality. Further, blanket “proprietary” or “trade secret” designations by a Proposer shall be considered non-responsive. In no event shall the City or any of its agents, elected officials, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a Proposal response submitted under this RFP.

If the City receives a request for public disclosure of all or any portion of the materials identified as confidential (that is, materials which are proprietary or include an asserted trade secret) in a Proposal, the City will endeavor to notify the applicable Proposer of the request; but in all cases, the City will follow the requirements placed upon it under the Open Government Laws and any other applicable local, state, or federal law. The Proposer may seek, at its own cost and expense, a protective order, injunction or other appropriate remedy. If the City determines in good faith that the materials identified as “proprietary” or as a “trade secret” are not exempt from the Open Government Laws, unless otherwise ordered by a court of competent jurisdiction, the City will release the requested information. By submitting documents to the City, each Proposer agrees and affirms that the City shall have the unqualified right to make the final determination regarding whether the requested information is to be disclosed or withheld.

It should be noted that, other than private financial information and the Acquisition Price Proposal, submission contents will not be deemed proprietary information or trade secret protected.

The City accepts no financial responsibility for costs incurred by any Proposer in responding to this RFP. By responding to this RFP, the Proposer agrees to hold the City harmless in connection with the release of any information contained in its Proposal.

e. Bid Submission & Instructions

To be considered, all Proposals must be submitted in the manner set forth in this solicitation. It is the Bidder's responsibility to ensure that Bids arrive on or before the specified time. No Bids will be accepted after the time set for receipt. **Bids submitted via facsimile or e-mail will be rejected.** The City reserves the right to reject any and all submittals, and to cancel the solicitation in its entirety and possibly reissue a revised solicitation for any reason.

Two (2) Bid packages (one original and one copy) must be submitted in a sealed envelope. The outside of the envelope shall be labeled as follows:

"SEALED PROPOSAL"
RFP: Cherokee Run Golf Course Clubhouse Metal Roof Replacement
Name of Firm
Address of Firm

Proposals must be physically received by the City prior to the deadline indicated in Section 1c. - Schedule of Events at the exact address listed below via Hand Delivery or postal carrier. Emailed or faxed bids will not be accepted.

City of Conyers
901 O'Kelly Street
Conyers, GA 30012

PROPOSAL EXHIBITS:

a. Proposal Response Documents:

The following list of Exhibits apply to this solicitation and **must** be returned with Proposal package, with the exception of Exhibits A & B. Failure to complete and submit the required Exhibits with Proposal will result in disqualification of Proposal response:

- Exhibit A** Scope of Work & Technical Details
- Exhibit B** Bid Schedule
- Exhibit C** Bid Proposal
- Exhibit D** Bid Bond
- Exhibit E** Contractor Questionnaire
- Exhibit F** Subcontractors Notification List
- Exhibit G** Contractor E-Verify Affidavit under O.C.G.A. § 13-10-91(b)(1)
- Exhibit H** Affidavit Verifying Benefit for City Public Benefit Application
- Exhibit I** Business License (provided by Contractor)
- Exhibit J** Evidence of Insurability (provided by Contractor)
- Exhibit K** Tax Compliance Form (W-9 provided by Contractor)
- Exhibit L** Contract Agreement

EXHIBIT A

SCOPE OF WORK & TECHNICAL DETAILS

1. Overview:

The City seeks to enter into a turnkey contract with a qualified contractor to provide all labor, materials, equipment, supervision, and incidentals necessary to complete metal roof replacement and associated exterior repairs at the Cherokee Run Golf Course, located at 1595 Centennial Olympic Parkway, Conyers, GA 30012.

2. Scope of Work:

The intent of this project is to provide a complete, watertight, long-lasting standing seam metal roofing system. Project is an active golf course facility; contractor must coordinate work to minimize disruption.

- Contractor shall be responsible for:
 - Protecting building interiors
 - Protecting landscaping, sidewalks, and adjacent structures
 - Daily cleanup of work area
 - Coordination of work with City and Golf Course staff

The Contractor shall provide a complete turnkey installation, including but not limited to the following:

Roof Removal & Disposal

- Remove existing metal roofing panels, fasteners, flashing, trim, and accessories
- Remove and dispose of existing underlayment and any deteriorated substrate
- Dispose of all materials in accordance with applicable regulations

Decking & Insulation

- Inspect roof decking after removal
- Replace any damaged, rotted, or compromised decking **in kind**
 - Provide unit pricing per square foot for decking replacement
- Replace any damaged or compromised insulation **in kind**
 - Provide unit pricing per square foot for insulation replacement
- Ensure substrate is clean, dry, and suitable for installation

Underlayment System

- Install high-temperature synthetic underlayment (minimum 30 lb. equivalent or better)
- Install ice and water shield at:
 - Eaves
 - Valleys
 - Roof penetrations
 - Transitions and other critical areas

Standing Seam Metal Roofing System

Provide and install a standing seam metal roofing system meeting the following minimum requirements:

- Panel type: Mechanically seamed or snap-lock standing seam

- Panel width: 12"–18"
 - Seam height: Minimum 1.5"
 - Panel length: Field-measured to eliminate end laps where feasible
 - Metal gauge: Minimum 24-gauge steel (or approved equivalent)
 - Finish: Kynar 500® / PVDF coating
 - Color: As selected by the City
- All panels shall be installed in strict accordance with manufacturer specifications to ensure full warranty compliance.

Flashing & Trim

Provide and install all required flashing and trim, including but not limited to:

- Ridge caps
- Eave trim
- Gable trim
- Valley flashing
- Counter flashing
- Pipe boots and penetration flashings
- All flashing components shall match the roofing material and finish.

Fasteners, Clips & Sealants

- Utilize manufacturer-approved concealed clips and fastening systems
- Fasteners shall be corrosion-resistant and compatible with roofing materials
- Provide all sealants necessary to achieve a watertight installation
- Sealants shall be compatible with roofing system components

Accessories & Drainage

- Remove and replace:
 - Gutters and downspouts (color selected by the City)
 - Roof vents and penetrations
- Ensure all penetrations are properly flashed and sealed

Dormers, Siding & Trim

- Remove and replace all damaged, rotted, or compromised siding and trim at dormers, **in kind**
- Paint repaired areas to match existing finishes

Warranty Requirements

Description	Warranty Term, years
Contractor's Warranty	5
Metal Roof Manufacturer Watertightness Warranty	20
Metal Roof Manufacturer Finish Warranty	20
Metal Roof Installer's Warranty	5
Sheet Metal Manufacturer Finish Warranty	30
Sealant Manufacturer	10

- Contractor must be an authorized or certified installer of the proposed roofing system manufacturer to ensure warranty eligibility.

Safety Requirements

- Contractor shall comply with all OSHA regulations.

- Provide a site specific safety plan, including fall protection.
- Secure work area to prevent public access to hazardous zones.

Schedule Requirements

- Contractor shall provide a detailed project schedule including:
 - Mobilization date
 - Duration of work
 - Substantial completion date
- Work hours shall be coordinated with the City to minimize operational disruptions.

Contractor Responsibility

- While every effort has been made to ensure the accuracy and completeness of this Request for Proposals (RFP), the City recognizes that not all conditions or work items may be explicitly identified.
- It is the responsibility of the Contractor to:
 - Verify existing conditions
 - Include all necessary labor, materials, and work required to meet the intent of the project
 - Provide a complete and fully functional roofing system
- Failure to include necessary components shall not relieve the Contractor of responsibility for delivering a complete project.

3. Quantities:

The **Bid Schedule** is included as **Exhibit B**. Contractor shall provide a Base Bid to complete the scope of work listed above using supplies, materials, and equipment generally accepted for use in commercial metal roofing replacements. Contractor will be required to provide samples, cut sheets, material flyers, and/or brochures for the City to select from.

Contractor shall also submit unit pricing as specified on the Bid Schedule. Contractor will be required to provide photographic documentation for items to be paid at unit pricing to include, replacement of damaged, rotted, or compromised decking and/or insulation. Failure to provide photographic documentation may be grounds for denial of payment.

4. Schedule:

Substantial completion shall be achieved (6) weeks from notice to proceed.

5. Liquidated Damages

Time is an essential element of the Contract, and any delay in the prosecution of the work may inconvenience the public or interfere with business. For this reason, it is important that the work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete the work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed as liquidated damages against any money due or that may become due the Contractor in the amount of \$1,000.00 per calendar day.

For each calendar day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated

damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under by the City.

EXHIBIT B

BID SCHEDULE

**CHEROKEE RUN GOLF COURSE CLUBHOUSE METAL ROOF REPLACEMENT
CITY OF CONYERS, GEORGIA**

Contract Scope: The work consists of supplying the necessary materials, labor, and equipment for the Metal Roof Replacement at the Cherokee Run Golf Course as shown and described in **Exhibit A.**

Vendor: _____

Signature: _____

Base Bid \$ _____

10% CONTINGENCY \$ _____

BID TOTAL \$ _____

Unit Pricing

***Replace damaged, rotted or compromised decking, in kind (per SF) \$ _____

***Replace damaged or compromised insulation, in kind (per SF) \$ _____

*** Contractor will be required to provide photographic documentation for items to be paid at unit pricing to include, replacement of damaged, rotted, or compromised decking and/or insulation. Failure to provide photographic documentation may be grounds for denial of payment.

EXHIBIT C

BID PROPOSAL, page 1 of 2

Bid of _____ (hereinafter called "**Bidder**"), a contractor organized and existing under the laws of the State of _____, *an individual, a corporation, a partnership doing business as _____.

TO: City of Conyers

(Hereinafter called "**City**")

Gentlemen:

The **Bidder** in compliance with the Request for Proposals for the following work shall:

Supply the necessary materials, labor, and equipment for the Cherokee Run Golf Course Clubhouse Metal Roof Replacement.

Having examined the specifications and scope of work and the site(s) of the proposed **Work**, and being familiar with all of the conditions surrounding the locations, including the availability of personnel, equipment, materials and supplies, and at the prices stated in Bid Schedule, proposes to enter into a Contract with the City of Conyers to provide the necessary machinery, tools, apparatus, all materials and labor, and other means necessary to complete the Work.

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

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete the Work by **(6)-Six Weeks from Notice to Proceed**, or as approved by the City of Conyers.

Bidder assumes the responsibility to acknowledge all addenda prior to submittal of his Bid, and accepts that failure to acknowledge receipt of each and every addendum individually, is grounds for finding the Bid non-responsive. All relevant and significant questions will be answered in writing and issued in an addendum and posted to the City's website. Bidder hereby acknowledges receipt of the following addenda:

BID PROPOSAL, page 2 of 2

This the ____ day of _____, 20 ____.

In Testimony whereof I have set my hand and seal the day above written.

Contractor: _____

Signed, Sealed, and Delivered
In the Presence of:

(L.S.)

Signed: _____

Name: _____

Address: _____

City, State, Zip: _____

Notary Public

Fed/SS#: _____

Phone: _____

Fax: _____

Email: _____

EXHIBIT D

BID BOND, page 1 of 2

Five Percent (5%) of **Bid**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **Contractor**, and

_____, as **Surety**, are hereby held and firmly bound unto CONYERS, GEORGIA, as **City**, in the penal sum of _____ Dollars (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the **Contractor** has submitted to CITY OF CONYERS, GEORGIA a certain **Bid** attached hereto and hereby made a part hereof to enter into a contract in writing for the following work:

Supply the necessary materials, labor, and equipment for the Cherokee Run Golf Course Clubhouse Metal Roof Replacement.

NOW, THEREFORE,

- (a) If said **Bid** shall be rejected or in the alternate,
- (b) If said **Bid** shall be accepted and the **Contractor** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said **Bid**) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said **Bid**, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the **Surety** for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The **Surety**, for value received, hereby stipulates and agrees that the obligations of said **Surety** and its bond shall be in no way impaired or affected by any extension of the time within which the **City** may accept such **Bids**, and said **Surety** does hereby waive notice of any such extension.

BID BOND, page 2 of 2

IN WITNESS WHEREOF, the **Contractor** and the **Surety** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (SEAL)
Contractor

By: _____

_____ (SEAL)
Surety

By: _____
Georgia Representative

EXHIBIT E

QUESTIONNAIRE

Project Name: CHEROKEE RUN GOLF COURSE CLUBHOUSE METAL ROOF REPLACEMENT

Date: _____

(PLEASE ATTACH SEPARATE SHEETS AS NECESSARY)

*****ALL QUESTIONS MUST BE ANSWERED THOROUGHLY BY THE BIDDER. DO NOT LEAVE ANY QUESTION BLANK. MARK N/A IF NOT APPLICABLE. FAILURE TO THOROUGHLY ANSWER ALL QUESTIONS MAY RESULT IN DISQUALIFICATION OF THE BIDDER.*****

A. GENERAL INFORMATION

1. How many years has your organization been in business as a Contractor?

2. State the exact and complete name under which you do business.

3. State the exact and complete address of facility where service will be provided from.

4. How many years has your organization been in business under its present name?

5. Under what other or former names has your organization operated under?

B. EXPERIENCE

1. Briefly describe the nature and contract value of projects typically executed by your organization.

2. Provide at least three (3) project and references familiar with projects you have completed in the past five (5) years. Preference should be given to county/state/federal projects. References should not be a current employee or subcontractor that will be utilized by your firm.

Project / Reference #1

- a. Organization/Agency Name:
- b. Description of Project:

- c. Date Started:
- d. Date Completed:
- e. Value of Contract:
- f. Contact Person/Title:
- g. Phone Number:

Project / Reference #2

- a. Organization/Agency Name:
- b. Description of Project:

- c. Date Started:
- d. Date Completed:
- e. Value of Contract:
- f. Contact Person/Title:
- g. Phone Number:

Project / Reference #3

- a. Organization/Agency Name:
- b. Description of Project:

- c. Date Started:
- d. Date Completed:
- e. Value of Contract:
- f. Contact Person/Title:
- g. Phone Number:

C. PERFORMANCE AND COMMITMENTS

1. Has your organization ever failed to complete work awarded to you? If so, where, when, and why? Attach additional sheets as necessary.

2. Has your organization filed a construction claim against the Owner on any work awarded to you within the last five years? If so, where, when, and why? Attach additional sheets as necessary.

3. Have you ever been involved in litigation regarding work awarded to you as a prime Contractor or Subcontractor? Attach additional sheets as necessary.

D. OTHER INFORMATION

Pleas list below any additional information that you believe would assist the City in evaluating the possibility of awarding this Contract to you.

EXHIBIT F
SUBCONTRACTORS NOTIFICATION LIST

Required information on Subcontractors doing work in the City of Conyers.

Please list any Subcontractors and scope of work for each Subcontractor who may be doing work on this project.

General Contractor: _____

Subcontractor: _____

Scope of Work: _____

Subcontractor: _____

Scope of Work: _____

Subcontractor: _____

Scope of Work: _____

Subcontractor: _____

Scope of Work: _____

Subcontractor: _____

Scope of Work: _____

Subcontractor: _____

Scope of Work: _____

EXHIBIT G

Contractor E-Verify Affidavit under O.C.G.A. § 13-10-91(b)(1)

**Physical performance of services: Any physical labor and/or any services totaling over \$2499.99 in value
Contract: Any agreement in which payment for labor and/or services will be made (verbal, written or PO)**

Contractors must be registered with and use the E-Verify program. If you have not registered, you can find the information at www.uscis.gov (click on E-Verify Homepage, see start here direction.)

It is the responsibility of the Contractor to obtain additional E-Verify Affidavits on every Sub-Contractor for this project.

By executing this affidavit, the undersigned contractor 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 on behalf of the City of Conyers 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Project Name: _____ Date of Project: _____

Legal Name of Contractor: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Federal Work Authorization User Identification Number (E-Verify Number): _____ (4-6 digit numeric #)

Date of Authorization: _____

I have no employees and do not intend to hire any employees. I will provide a photo copy of my State DL or State ID Driver's License Number: _____

My state does not require the use of the E-Verify program.

The undersigned contractor agrees to comply with the federal work authorization program (E-Verify) during any contract entered into with the City of Conyers from this date forward. If the contractor's E-Verify status changes at any time, the contractor shall notify the City of Conyers in writing prior to entering into any new contract or bid.

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

Signature of Authorized Officer/Agent Date Printed Name and Title of Authorized Officer/Agent

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

Executed in _____ (City), _____ (State)

NOTARY PUBLIC Signature

My Commission Expires

EXHIBIT H



Affidavit Verifying Status for City Public Benefit Application

Page 1 OF 2

By executing this affidavit under oath, as an applicant for a City of Conyers, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Conyers, Georgia Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit *(circle one)* 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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of applicant

Date

Printed name

* _____

Alien registration number for non-citizens

SUBSCRIBED AND SWORN

BEFORE ME ON 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:



EXHIBIT H

Affidavit Verifying Status for City Public Benefit Application

Page 2 OF 2

If Item 2 on the previous page is checked you must provide one of the following documents in addition to the Alien Registration Number.

- 1-327 (Reentry Permit)
- 1-551 (Permanent Resident Card)
- 1-571 (Refugee Travel Document)
- 1-766 (Employment Authorization Card)
- Certificate of Citizenship
- Naturalization Certificate
- Machine Readable Immigrant Visa (with Temporary 1-551 language)
- Temporary 1-551 Stamp (on passport or 1-94)
- 1-94 (Arrival/Departure Record)
- Unexpired Foreign Passport
- 1-20 (Certificate of Eligibility for Nonimmigrant (F-1) Student Status)
- DS2019 (Certificate of Eligibility for Exchange Visitor (J-1) Status)
- Other —Give copy of other qualified document

In addition to the above documents you must complete the following:

Date of Birth _____ This is required by the U.S. Citizenship and Immigration Services.

EXHIBIT I

BUSINESS LICENSE

(Provided by Contractor)

EXHIBIT J

EVIDENCE OF INSURABILITY

(Provided by Contractor)

EXHIBIT K

TAX COMPLIANCE FORM

(W-9 Form Provided by Contractor)

EXHIBIT L

CONTRACT AGREEMENT

THIS AGREEMENT made by and between CITY OF CONYERS, GEORGIA, a municipal corporation chartered and existing under the laws of the State of Georgia, acting by and through its Mayor and Council, hereinafter called "**City**", and _____ a corporation incorporated and existing under the laws of the State of Georgia, hereinafter called "**Contractor**".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **City**, the **Contractor** hereby agrees to commence and complete the sign project described as follows:

Supply the necessary materials, labor, and equipment for the Cherokee Run Golf Course Clubhouse Metal Roof Replacement.

hereinafter called the "Project", for the sum of \$ _____ which sum shall include all extra work in connection therewith, under the terms as stated in the Scope of Work, Park Equipment Plans, Park Hardscape Plans, Bid Schedule and Specifications of the Contract. Said Project shall be conducted at **Contractor's** own cost and expense, as necessary to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the proposal and specifications of the Contract, the plans, which include all explanatory matter thereof, as prepared by the City of Conyers, the scope of work and contract documents hereinafter called the "**Work**", which are incorporated by reference as if fully set forth herein, and which collectively constitute the Contract.

The **Contractor** shall promptly commence the Work with adequate force and equipment within 14 (fourteen) calendar days from receipt of Notice to Proceed or, as will be specified by and agreed upon by the CITY and the Contractor. The competition date shall be **(6)-Six Weeks from Notice to Proceed**, or as approved by the City of Conyers.

The **City** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and to make payments on account thereof as agreed upon by the CITY and the Contractor.

Except for legal process, which may be served as by law provided, all notices required or desired to be given with respect to this Agreement shall be in writing and shall be deemed to have been given when hand delivered or five (5) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly

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addresses as follows. Such address may be changed from time to time by either party by written notice to the other.

To **City**:

City of Conyers, Georgia
901 O'Kelly Street
Conyers, GA 30012

To **Contractor**:

The **City** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to exercise any right or power given it or to insist upon strict compliance by **Contractor** with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by **City** or any right it has herein to demand strict compliance with the terms hereof by **Contractor**.

If any clause or provision of this Agreement is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any government body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby.

All provisions of this Agreement are in all respects (including, but not limited to, all matters of interpretation, construction, enforcement, performance and the consequences of breach) to be governed and controlled by the internal laws of the State of Georgia, as amended and now in effect. In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties agree that the sole proper forum for any cause of action shall be in the state courts of Rockdale County, Georgia. Each Party consents and submits to the exclusive personal jurisdiction of and venue in such courts and waives any defenses or claims to the contrary, including but not limited to, lack of jurisdiction or improper venue.

The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).

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Contractor shall maintain and keep in effect valid and collectible Comprehensive General Liability Insurance in an amount that is not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Prior to beginning work on the Project, Contractor shall provide City with a certificate of insurance naming the City as an additional insured on a primary, non-contributory basis on all policies (except workers' compensation). The certificate of insurance shall be sent from Contractor's insurance provider illustrating the aforementioned coverage and endorsements. All insurance required under this Agreement shall be written by insurance companies which are Best-Rated A plus XV or higher, which are acceptable to City in its sole discretion, and which are authorized to do insurance business in the State of Georgia.

Contractor shall defend, indemnify and hold harmless the City and all of the City's officers, agents, servants, or employees for and against all suits, actions, legal proceedings, demands, claims, losses, damages, charges or expenses (including costs and attorney's fees) for any personal injury and property damage that in any way, whether directly or indirectly, results from or arises in conjunction with this Agreement. Contractor further agrees that its contract to indemnify and hold harmless the City, its officers, agents, servants and employees shall not be limited to the limits of the liability insurance under this Agreement. Further, Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the City, its officers, agents, servants, employees, and the Mayor and the City Council and its individual members from and against any and all claims, suits, demands, damages, losses, fines, penalties (including, without limitation, any stipulated or other penalty or fine pursuant to any applicable order or decree), costs, expenses (including, without limitation, expenses of investigation or remediation), loss of use of property, direct and indirect damages, or consequential damages, and all other liabilities whatsoever, including attorney's fees, for or on account of loss of or damage, in any way sustained directly or indirectly by the City by reason of or in connection with the release of any hazardous substances, wastes, toxic materials, pollutants, contaminants, or other regulated materials caused or exacerbated by the negligence or intentional actions or omissions of the Contractor. This obligation is in addition to the obligations imposed on Contractor pursuant to other indemnification provisions stated elsewhere in the Agreement. Contractor is hereby subrogated to any rights of City against any other parties whomsoever in connection therewith. City will promptly notify Contractor of any claim asserted against City on account of any such injury or claimed injury to persons or property, and will deliver to Contractor the original or true copy of each summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim, suit or other proceeding promptly after City is served with same.

No modification of any of the terms and conditions of this Agreement shall be effective unless contained in a writing signed by both of the parties. This Agreement contains the entire agreement between the parties hereto, and no promises, agreements, conditions or stipulations not contained herein will be binding upon either party hereto unless executed by the party against whom enforcement is sought.

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Time is of the essence of each and every provision of this Agreement.

This Agreement may be executed in any number of counterparts. In that event: (i) the executions shall have the same effect as if all parties had signed the same physical document; (ii) all counterparts shall be construed together and shall constitute one and the same document; and (iii) each document bearing the original execution of any party shall be an original document. Further, an electronic signature shall have the same force and effect as an original signature and shall serve to bind the signing party to this Agreement.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 200d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §200d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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IN WITNESS WHEREOF, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this ___ day of _____, 20___.

CITY OF CONYERS, GEORGIA

ATTEST: _____
City Clerk

By: _____(Seal)
Mayor
City of Conyers

CONTRACTOR

ATTEST: _____
Secretary or Assistant

By: _____(Seal)

(Print)
President or Vice President

Approved as to Form:

City Attorney

100% PERFORMANCE BOND

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KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called **Surety**, are held and firmly bound unto CITY OF CONYERS, GEORGIA, as obligee, hereinafter called **City**, in the amount _____ (\$ _____), the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Contractor** has by written agreement dated _____, 20____, entered into a contract with **City** for:

Supply the necessary materials, labor, and equipment for the Cherokee Run Golf Course Clubhouse Metal Roof Replacement.

in accordance with drawings and specifications prepared by the City of Conyers, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **Contractor** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **City**.

Whenever **Contractor** shall be, and declared by **City** to be, in default under the Contract, the **City** having performed **City**'s obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by **Surety** of the lowest bidder, or, if the **City** elects, upon determination by the **City** and **Surety** jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **City**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set

100% PERFORMANCE BOND

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forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **City** to **Contractor** under the Contract and any amendments hereto, less the amount properly paid by **City** to **Contractor**.

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **City** of the work thereunder.

Signed and sealed this ___ day of _____, 20___.

in the presence of:

Contractor

_____ By: _____ (SEAL)

Witness

Surety

_____ By: _____ (SEAL)

Witness

100% LABOR AND MATERIAL PAYMENT BOND

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KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called **Surety**, are held and firmly bound unto CITY OF CONYERS, GEORGIA, as obligee, hereinafter called **City**, in the amount of _____ (\$____), for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor as by written agreement dated _____, 20____, entered into a Contract with City for:

Supply the necessary materials, labor, and equipment for the Cherokee Run Golf Course Clubhouse Metal Roof Replacement.

in accordance with drawings and specifications prepared by the City of Conyers, which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be null and void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Contractor and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

100% LABOR AND MATERIAL PAYMENT BOND

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Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the City, or the Surety above- named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, the City, or the Surety, 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.

- a. After one year from the completion of the Contract and the acceptance by City of the Work thereunder; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - b. Other than in a state court of competent jurisdiction in and for the City or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety for mechanics' liens which may be filed on record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this ____ day of _____, 20__.

Contractor

By: _____ (Seal)

Witness

Surety

By: _____ (Seal)

Witness

Georgia Representative

This bond is issued simultaneously with Performance Bond in favor of the City.