



**CITY OF DECATUR**

**FEMA Hazard Mitigation Grant Program (HMGP) – Design, Acquisition and Installation  
of Outdoor Warning Siren System for City of Decatur, Georgia  
Project Number – HMGP 1686-0013**

Owner:

City of Decatur  
509 North McDonough Street  
P. O. Box 220  
Decatur, Georgia 30031

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## **NOTICE TO BIDDERS**

The City of Decatur will receive sealed bids for FEMA Hazard Mitigation Grant Program (HMGP) – Design, Acquisition and Installation of Outdoor Warning Siren System for City of Decatur, Georgia, Project Number – HMGP 1686-0013 until 2:00 p.m. on July 6, 2009, in the City Manager’s Office at Decatur City Hall, 509 North McDonough Street, Decatur, Georgia, at which time all bids will be publicly opened and read aloud in the City Commission Meeting Room. This work includes, but is not limited to the following:

The design, acquisition and installation of an outdoor warning system capable of providing complete siren coverage to the area of City of Decatur. The system will consist of 4 pole-mounted sirens placed on city-owned properties. The system will be activated through the City of Decatur 911 Center. The sirens will be DC Primary with Solar Power for battery recharge. The Contractor shall be responsible for establishing the means and methods for prosecuting the work and for supplying all labor, materials and equipment and all else necessary for the timely completion of the Project.

Prior to beginning the work the successful bidder will file with the City the required Bonds and Certificate of Insurance as outlined in the General Conditions with the terms and surety to be approved by the City and receive a contract Notice to Proceed executed by the Contractor and the City of Decatur.

The City reserves the right to reject any and all bids and to waive informalities in bidding.

Bids are to be submitted on a proper form furnished by the City and shall be addressed to the City Manager, City Hall, 509 North McDonough Street, Decatur, Georgia, sealed, dated and enclosed in an envelope appropriately marked on the outside "**Bid for FEMA Hazard Mitigation Grant Program (HMGP) – Design, Acquisition and Installation of Outdoor Warning Siren System for City of Decatur, Georgia, Project Number – HMGP 1686-0013,**" marked with the name of the bidder and date and hour of opening, and mailed or delivered to reach the designated office on or before 2:00 p.m., on July 6, 2009, at which time they will be publicly opened and read aloud. A bid bond or certified check in an amount equal to not less than five percent (5%) of the amount of bid must accompany the bid.

The following documents, at a minimum, are required to be submitted as part of the Contractor’s bid package:

- Instruction to Bidders
- Five (5) percent Bid Bond
- Non-Collusion Affidavit of Prime Bidder
- Special General Conditions – Compliance with Specifications
- Experience and References
- Proposal Form

Bid Specifications and proposal forms may be secured from the office of the City Manager, 509 N.McDonough Street, Decatur, Georgia 30031, telephone 404-370-4102.

Bids may be held by the City of Decatur for a period not-to-exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bid and investigating the qualifications of bidder, prior to awarding of the contract.

**[http://www.decaturga.com/cgs\\_citysvcs\\_rfp.aspx](http://www.decaturga.com/cgs_citysvcs_rfp.aspx)**

City of Decatur

## **INSTRUCTIONS TO BIDDERS**



the Owner, by June 22, 2009, a written request for an interpretation thereof. Any interpretation of the Contract Documents including the Contract Specifications will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents including the Contract Specifications.

### **3. APPROXIMATE QUANTITIES**

On all items on which bids are to be received on a unit price basis the quantities stated in the Proposal will not be used in establishing final payment due the Contractor. The quantities stated on which unit prices are so invited, are approximate only, and each bidder shall make his own estimate from the Bid Specifications of the quantities required on each item and calculate his unit price bid for each item accordingly. Bids will be compared on the basis of the total bid price and adherence to Bid Specification as set forth in the Proposal. Payment on the contract will be based on the Schedule of Values, for completed work, provided by Contractor and agreed to by Owner.

### **4. SIGNING OF PROPOSALS**

If the bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners; and if bidder is an individual, his signature shall be inscribed. If signature is by agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening bids or submitting bids; otherwise, the bid may be disregarded as irregular and unauthorized.

### **5. BID SECURITY**

No proposal will be considered unless accompanied by a Bid Security as defined in the Notice to Bidders, as a guarantee that if the bid is accepted the bidder will execute an Agreement and file bonds and insurance as required by the Contract Documents within ten (10) days from the date of the award of the contract.

All bid securities will be held until the agreement has been executed by the successful bidder and he has filed with the Owner the required bonds and insurance, after which bid securities will be returned to the respective bidders.

### **6. QUALIFICATION OF BIDDERS**

It is the intention of the Owner to award a contract only to a bidder who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time named in the Contract Documents.

Bidders shall provide a list of at least five (5) references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

To determine the degree of responsibility to be credited to a bidder, the Owner will weigh any evidence that the bidder or personnel guaranteed to be employed in responsible charge of the work has or has not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

## **7. DISQUALIFICATION OF BIDDERS**

More than one proposal for the work described in this Document, to be included under a Contract, from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the proposals of the participants in such collusion will not be considered.

## **8. AGREEMENT, BONDS, INSURANCE**

The attention of bidders is specifically directed to the forms of agreement and bonds to be executed and types of insurance to be taken out in the event a contract award is made.

## **9. FAILURE TO EXECUTE AGREEMENT AND FILE REQUIRED BONDS AND INSURANCE**

Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed as liquidated damages, and the bidder, by filing a proposal, agrees to this proviso. Upon annulment of an award as aforesaid, the Owner may then award a contract to the next lowest responsible bidder.

# Proposal Form

## BID FOR CONSTRUCTION

STATE OF GEORGIA,  
COUNTY OF DeKALB

BID OF:

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TO THE CITY MANAGER OF THE CITY OF DECATUR, GEORGIA:

The undersigned, as bidder, hereby submits this bid for:

**FEMA Hazard Mitigation Grant Program (HMGP) – Design, Acquisition and Installation  
of Outdoor Warning Siren System for City of Decatur, Georgia  
Project Number – HMGP 1686-0013**

The undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity.
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully read and examined the Bid Documents and knows and understands the terms and provisions thereof.
5. The bidder understands that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by this bid process in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices as set forth below.
6. Bid price shall remain firm for sixty (60) days.
7. The Bidder agrees that payment shall be made upon actual quantities used and at the total bid price set forth herein.
8. Bids may be held by the City for a period not to exceed (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the contract.
9. If awarded a Contract under the Proposal, the undersigned proposes to complete work within ninety (90) days of the notice to proceed.
10. Bids will be compared on the basis of the total bid price and adherence to Bid Specifications.

Total Bid Price: \$ \_\_\_\_\_

**Price must include all items required for proper operation, activation, and installation of systems listed in Outdoor Warning System Specifications. Include equipment specifications and warranty information with your proposal.**

Attached hereto is a bid bond made by

\_\_\_\_\_  
\_\_\_\_\_

a surety company qualified to do business in Georgia, payable to the City of Decatur, Georgia (or certified check) in the amount of five percent (5%) of the above bid; to wit

\$ \_\_\_\_\_ .

If this proposal is accepted by the City of Decatur and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract and give satisfactory bonds and insurance as stated in the Instructions to Bidders and General Conditions attached hereto within ten days (Sunday excepted) from the date of notification of acceptance by the City, then the City may at its option determine that the undersigned abandoned the Contract and thereupon this proposal shall be null and void, and the sum stipulated in the attached bid bond (or certified check) shall be forfeited to the City as liquidated damages.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Company: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name

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

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

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

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

**NON-COLLUSION AFFIDAVIT**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_.

County of \_\_\_\_\_.

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_

(owner, partner, officer representative, or agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Georgia or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_

(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_

## **AGREEMENT**

## AGREEMENT

GEORGIA, DeKALB COUNTY,

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Decatur, Georgia, Party of the First Part, hereinafter referred to as the City, and \_\_\_\_\_, a \_\_\_\_\_ (Corporation, Partnership, or Proprietorship) of the State of Georgia, Party of the Second Part, hereinafter called the Contractor.

WITNESSETH:

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner the work and construction in strict conformity with the specifications for:

**FEMA Hazard Mitigation Grant Program (HMGP) – Design, Acquisition and Installation of Outdoor Warning Siren System for City of Decatur, Georgia  
Project Number – HMGP 1686-0013**

which together with the Notice to Bidders, Proposal, Instructions to Bidders, Special General Conditions of Contract, General Conditions, Contract Specifications and the Building and Construction Code of the City of Decatur as specified in the City Code of Ordinances Chapter 18, Article II, latest edition, as applicable, are incorporated in and made a part of this Contract by reference.

The Contractor shall commence work under this Contract as soon as possible after the award and must complete work no later than ninety (90) days after the notice to proceed.

If said work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty the sum of 100 dollars per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

As full payment for the faithful performance of this Contract, the City shall pay said Contractor for the actual quantities of work done at the price set forth in the proposal.

Payments shall be made as follows: Payments will be based on the Schedule of Values, for completed work, provided by Contractor and agreed to by Owner as the work progresses, the City shall pay said Contractor the amounts earned during the preceding month less 5% and within thirty days after the work is fully completed and accepted by the City of Decatur, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the City that all just claims for labor,

material, skill, tools, and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

Within ten calendar days from the date of this Contract, the Contractor as principal and \_\_\_\_\_, a surety company qualified to do business in Georgia, as surety shall provide the required bonds and Certificate of Insurance as outlined in the General Conditions for the amounts and terms as specified therein.

The Contractor agrees to maintain said construction for a period of sixty days after its completion and acceptance by the City and does hereby warrant and guarantee said construction against all defects for a period of 12 months after its completion and acceptance by the City.

This Contract, executed in triplicate, constitutes the full agreement between the parties, and no part of this Contract shall be sublet by the Contractor without written approval of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon the day and year first above written.

CITY OF DECATUR, GEORGIA  
(Party of the First Part)

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Contractor  
(Party of the Second Part)

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

Approved as to form:

\_\_\_\_\_  
City Attorney

**FEDERAL WORK AUTHORIZATION PROGRAM**

## CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE

- (1) Pursuant to O.C.G.A. § 13-10-91, City of Decatur (“City”) contracts for the physical performance of services within the State of Georgia shall comply with the following requirements:
  - a. compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02<sup>1</sup> are conditions of this contract;
  - b. contractor shall specify which one of the three statutory employee-number categories applies as identified in O.C.G.A. § 13-10-91, “500 or more employees,” “100 or more employees,” or “fewer than 100 employees.” Contractor shall check, initial or otherwise affirmatively indicate the employee-number category applicable to the contractor; and
  - c. contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)’ indication of the employee-number category applicable to the subcontractor; and
  - d. contractor shall comply with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 and shall attest by the execution of the contractor affidavit as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document shall be attached to, and become a part of, the covered contract.
- (2) Pursuant to O.C.G.A. § 13-10-91, the contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavits related thereto, shall be open for public inspection in this state at reasonable times during normal business hours.<sup>2</sup>
- (4) The City will certify its registration and participation in the EEV / Basic Pilot Program (or other applicable federal work authorization program) by transmitting a copy of all documents required for the City’s registration and participation in such program, including a fully executed copy of the required Memorandum of Understanding and the EEV / Basic Pilot Program User Identification Number, to the City’s agency head or to an individual designated by the agency head to receive such certification.<sup>3</sup>

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<sup>1</sup> See, O.C.G.A. § 13-10-90; O.C.G.A. § 13-10-91; Rules of Georgia Department of Labor, “Georgia Security and Immigration Compliance Act” of 2006; Rule 300-10-1-.07, and Rule 300-10-1-.08.

<sup>2</sup> Authority O.C.G.A. § 13-10-91.

<sup>3</sup> Authority O.C.G.A. § 13-10-91.

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 contracting with the City of Decatur (the “City”), a municipal corporation of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City, at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
Employment Eligibility Verification Program (EEV)/  
Basic Pilot Program\* User Identification Number

67951  
\_\_\_\_\_  
City of Decatur EEV Basic Pilot  
Program\* User Identification  
Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with

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

on behalf of the City of Decatur, a municipal corporation of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
Employment Eligibility Verification Program (EEV)/  
Basic Pilot Program\* User Identification Number

67951  
\_\_\_\_\_  
City of Decatur EEV Basic Pilot  
Program\* User Identification  
Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

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

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**PRIME CONTRACTOR’S WORK AUTHORIZATION CERTIFICATION**

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in 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”).

The date by which a prime contractor must register and participate in a qualifying federal work authorization program depends on the number of employees in the prime contractor’s company. If the prime contractor’s company has 500 or more employees, it is required to register and participate in a qualifying federal work authorization program by July 1, 2007. If the prime contractor’s company has 100 or more employees, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2008. If the prime contractor’s company has 99 employees or fewer, it is required to register for and participate in a qualifying federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

\_\_\_\_\_ The undersigned has registered for and is participating in a qualifying federal work authorization program.

*or*

\_\_\_\_\_ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time because it has less than \_\_\_ employees. But, when the undersigned becomes a qualifying prime contractor in the future, the undersigned agrees to register for and participate in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form “Subcontractor’s Work Authorization Certification” or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each sub-contractor’s verification to the public employer at the time the sub-contractor is retained to perform such service.

[SIGNATURE ON NEXT PAGE]

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Employment Eligibility Verification  
Program (EEV)/Basic Pilot User  
Identification Number  
(if applicable)

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

67951  
\_\_\_\_\_  
City of Decatur Basic Pilot User  
Identification Number

With express authority on behalf of:

\_\_\_\_\_  
Printed Name of Prime Contractor

Subscribed and Sworn before me on  
This \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

**SUBCONTRACTOR’S WORK AUTHORIZATION CERTIFICATION**

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Sub-contractors may participate in 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”).

The date by which your company must register and participate in a federal work authorization program depends on the number of employees in your company. If your company has 500 or more employees, you are required to register and participate in a qualifying federal work authorization program by July 1, 2007. If your company has 100 or more employees, you are required to register and participate in a federal work authorization program by July 1, 2008. If your company has 99 employees or fewer, it is required to register and participate in a federal work authorization program by July 1, 2009.

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

\_\_\_\_\_ The undersigned has registered for and is participating in a qualifying federal work authorization program, *or*

\_\_\_\_\_ The undersigned is not required to register for or participate in a qualifying federal work authorization program at this time because it has less than \_\_\_ employees. But, when the undersigned becomes a qualifying sub-contractor in the future, the undersigned agrees to immediately:

- (1) Notify the covered prime contractor; *and*
- (2) Register for and participate in a qualifying federal work authorization program.

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorization Officer or Agent

Subscribed and Sworn before me on this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

\_\_\_\_\_  
Employment Eligibility Verification Program (EEV)/Basic Pilot User Identification Number

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

67951\_\_\_\_\_  
City of Decatur Basic Pilot User Identification Number

## **GENERAL CONDITIONS**

1. HOLD HARMLESS AGREEMENT, INTERMEDIATE FORM
2. CONTRACTOR'S BONDS
3. CONTRACTOR'S WARRANTY
4. CONTRACTOR'S INSURANCE
5. NONDISCRIMINATION IN EMPLOYMENT
6. DEFINITIONS
7. SAFETY
8. LAWS TO BE OBSERVED
9. PROVISIONS OF LAW
10. SUBCONTRACTORS
11. LICENSES, PERMITS, AND REGULATIONS
12. TAXES
13. LOCATION OF EXISTING UTILITIES AND PIPING
14. PROGRESS ESTIMATES AND PAYMENTS
15. CHANGE IN WORK, ALTERATIONS, OMISSIONS & EXTRA WORK

## 1. HOLD HARMLESS AGREEMENT, INTERMEDIATE FORM

The Contractor agrees to indemnify and save harmless the Owner and all of their officers, partners, agents and employees from and against all loss or expense (including court costs and attorney's fees) by reason of liability imposed by law upon Owner for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this work, whether such injuries to property are due or claimed to be due to the negligence of the Contractor, his Sub-Contractors, the Owner their officers, Partners, agents and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner.

## 2. CONTRACTOR'S BONDS

(a) Faithful Performance Bond - As a part of the execution of this Contract, the Contractor shall furnish to the Owner a bond payable to the Owner in the form of Faithful Performance Bond, secured by a surety company acceptable to the Owner, conditioned upon the faithful performance of all covenants and stipulations under this contract, specifically including, but not limited to, the performance of the warranty set forth in Section 3 below. The amount of the bond shall be not less than one hundred percent (100%) of the total contract amount, as this sum is set forth in the Agreement.

(b) Labor and Material Bond - As a part of the execution of this Contract, the Contractor shall furnish to the Owner a bond of a surety company acceptable to the Owner in a sum of one hundred percent (100%) of the total contract amount, as this sum is set forth in the Agreement for the payment in full of all persons, companies or corporations who perform labor upon or furnish material to be used in the work under this Contract.

(c) Date of Substantial Completion – When the work authorized by the contract Agreement has been completed, the Owner will make all final inspections it deems appropriate for the purpose of ascertaining that the work has been completed in accordance with the requirements of the Contract Documents. The Contractor shall correct all deficiencies that are found. When the Owner has determined that all deficiencies have been corrected and that the work has been completed in all respects in accordance with the Contract Documents, the Owner will take possession of the work and issue a written Substantial Completion statement with a date mutually agreed to between the Owner and Contractor.

(d) Notice of Completion – A Notice of Completion shall be issued by the Owner not earlier than one (1) year from the date of substantial completion. In the event the Faithful Performance Bond provided to the Owner contains a limitation on the time within which suit may be initiated on the Faithful Performance Bond, such limitation shall commence no earlier than the date of Notice of Completion.

(e) Notification of Surety Companies - The Contractor shall advise the surety companies and other signers of any of the bonds listed above to familiarize themselves with all of the conditions and provisions of this contract, and they shall waive the right of

special notification or any change or modification of this contract or of extension of time, or of decreased or increased work, or of the cancellation of the contract or any other act or acts by the Owner or its authorized employees and agents, under the terms of this contract and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under their contract.

### 3. CONTRACTOR'S WARRANTY

Contractor warrants to the Owner that, for a period of one (1) year from the date of substantial completion, the work performed under this Contract will conform to the requirements of the Contract Drawings and Specifications and will be free from defects. If at any time prior to substantial completion or within one (1) year after substantial completion, Owner discovers that the work does not conform to the requirements of the Contract Drawings and Specifications or is not free from defects, Contractor shall promptly correct such work within a reasonable time of receiving written notice from the Owner. If the work is not corrected by Contractor within a reasonable time of receiving written notice from the Owner, Owner may undertake to correct the work. Owner's undertaking of such corrective work shall not limit in any way Owner's rights of recourse against Contractor or Owner's rights of recourse against Contractor's surety under the Faithful Performance Bond.

### 4. CONTRACTOR'S INSURANCE

The Contractor shall at the time of execution of this Contract, file with the Owner the Certificate of Insurance as contained in the Agreement, which shall cover all of his insurance as required herein including evidence of payment of premiums thereon, and the policy or policies of insurance covering said Owner, and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the Owner and shall bear an endorsement precluding the cancellation or reduction in coverage without giving the Owner at least fifteen (15) days prior notice thereof in writing. All coverage's indicated on the Certificate of Insurance shall be included in the Comprehensive General Liability and Automobile Liability insurance policies unless they are not applicable due to the nature of the work under this Contract Document. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

(a) Public Liability and Property Damage Insurance – The Contractor shall take out, pay for and maintain until completion of the work required by this Contract, public liability and property damage insurance (except automotive equipment) as shall protect him from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract. This policy shall be obtained for this project only and shall not be an extension of existing policies that the Contractor has previously taken out for his operations under Contracts with other Owners.

The public liability and property damage insurance shall not be deemed to require the Contractor to have his sub-contractors named as co-insureds in his policy of public liability and property damage; but the policy shall protect him from contingent liability which may arise from

operations of his sub-contractors. Also, the Contractor shall secure certificates of insurance as evidence that each sub-contractor carries insurance to provide coverage under this Contract up to the limits as is required of the Contractor. The Contractor shall submit copies of his sub-contractor's insurance certificates to the Owner and Engineer as evidence of insurance coverage.

Each of said policies of insurance shall provide coverage in the following minimum amounts: Commercial general liability insurance with a minimum combined bodily injury and property damage limit of Two Million Dollars (\$2,000,000) per occurrence, a products-completed operations aggregate limit of Two Million Dollars (\$2,000,000) and a general aggregate limit of Two Million Dollars (\$2,000,000) per location.

(b) Comprehensive Automobile Liability - The Contractor shall also take out, pay for and maintain until completion and acceptance of the work required by this Contract, automobile public liability and property damage insurance as shall protect him from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract.

The policy or policies of automobile insurance shall provide coverage in the following minimum amounts: Automobile liability insurance covering owned, hired and non-owned vehicles, with separate coverage in an amount not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage.

(c) Worker's Compensation Insurance - Before beginning the work, the Contractor shall furnish to the Owner satisfactory proof that he has taken out, for the period covered by the work under this Contract, the Employer's Liability Insurance and/or United States Longshoremen and Harbor Workers Compensation Act and Liability under Admiralty or Federal Jurisdiction. Such insurance shall be maintained in full force and effect during the period covered by this Contract.

(d) Notification of Insurance Companies - The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this contract, and insurance companies shall waive the right of special notification or any change or of decreased or increased work, or of cancellation of the contract or of any other act or acts by the Owner or its authorized employees and agents, under the terms of this contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

(e) Intermediate Form - The Contractor shall indemnify and save harmless the Owner and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons or property resulting from the operations of the Contractor or any of its sub-contractors, in prosecuting the work under this Contract.

## 5. NONDISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 6. DEFINITIONS

a. "Owner" shall mean the City of Decatur, Georgia.

## 7. SAFETY

In accordance with generally accepted construction practice, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Owner or its authorized employees and agents to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, on, or near the construction site.

## 8. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future Federal, State, County, and municipal laws, ordinances and regulations which in any manner affect those engaged or employed in the work or the materials used in the work or the conduct of the work or the rights, duties, powers or obligations of the Owner or of the Contractor or which otherwise affect the Contract, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, sub-contractors and employees to observe and comply with, all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Owner and all of their officers, agents and employees, against any claim, loss or liability arising or resulting from or based upon the violation of any such laws, ordinance, regulation, order or decree, whether by himself or by his agents, sub-contractors or employees. If any discrepancy or inconsistency is discovered in the plans, Contract Drawings, Contract Specifications or other Contract Documents for the work in relation to such laws, ordinance, regulation, orders or decree, the Contractor shall forthwith report the same to the Owner or its authorized employees and agents.

## 9. PROVISIONS OF LAW

It is specifically provided that this Contract is subject to all applicable laws and that the rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith.

## 10. SUBCONTRACTORS

The Contractor agrees to be fully and directly responsible to the Owner for all acts and omissions of his Subcontractors and of any other person employed directly or indirectly by the Contractor or Subcontractors, and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner. It shall be further understood that the Owner will have no direct relations with any Subcontractor. Any such necessary relations between Owner and Subcontractor shall be handled by the Contractor.

The Contractor agrees to bind every Subcontractor (and every Subcontractor of a Subcontractor, etc.) by all terms of the Contract Documents as far as applicable to the Subcontractors work unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

Should any Subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Owner.

## 11. LICENSES, PERMITS, AND REGULATIONS

The Contractor shall secure all Federal, State and Local licenses required by law. He shall obtain and pay for all necessary permits. He shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings or Contract Specifications are at variance therewith, he shall promptly notify the Owner or its authorized employees and agents in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

## 12. TAXES

Contractor shall, without additional expense to the Owner, pay all applicable Federal, State and local sales and other taxes, except taxes and assessments on the real property comprising the site of the project.

## 13. LOCATION OF EXISTING UTILITIES AND PIPING

The Owner does not assume responsibility for locating of existing and underground utilities, such as gas mains, water mains, electric lines, etc... The contractor shall, at his own expense, furnish all labor and tools to verify, substantiate and confirm with parent utility companies the location of existing and underground utilities, such as gas mains, water mains, electric lines, etc., before construction is started at any location.

The Owner does not assume responsibility for the possibility that during construction utilities other than those initially discovered may be encountered.

Because of the nature of the work, adjustments may be required in new construction to meet existing conditions. Such adjustments shall be made by the Contractor without additional cost to the Owner.

#### 14. PROGRESS ESTIMATES AND PAYMENTS

No payments under this Contract will be made except upon the presentation of Periodical Estimate for Partial Payment prepared by the Contractor on forms, supplied by Owner, and approved in writing by the Owner or its authorized employees and agents which shall show that the work covered by the payments has been done and the payments therefore are due in accordance with this Contract. Such Payment Forms shall be submitted to the Owner or its authorized employees and agents on the 25th day of a calendar month to permit checking before the end of the calendar month.

Upon presentation of certified copies of purchase bills and freight bills the Owner will, unless specifically stated otherwise in the General Conditions of Contract, include in such monthly estimates payments for materials that will eventually be incorporated in the project, providing that such material is suitably stored on the site of the project, at the time of submission of the estimate for payment. At the time the next following monthly estimate is submitted, certified copies of receipted purchase and freight bills for the stored materials included in the previous monthly payment estimate shall be submitted. If the Contractor fails to submit proof of payment with the next monthly payment estimate, those items of stored materials for which no proof of payment has been submitted will be deleted from the current payment estimate. Such materials when so paid for by the Owner will become the property of the Owner and in case of default on the part of the Contractor the Owner may use or cause to be used by others these materials in construction of the project. However, the Contractor shall be responsible for safeguarding such materials against loss or damage of any nature whatsoever, and in case of any loss or damage the Contractor shall replace such lost or damaged materials at no cost to the Owner.

Except as otherwise provided in the immediately preceding paragraph, the first estimate shall be of the value of the work done and of materials proposed and suitable for permanent incorporation in the work, delivered and suitably and safely stored at the site of the work since the Contractor shall have begun the performance of this contract, and every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this Contract, the Owner or its authorized employees and agents shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages (if any) to the date of said estimate, until such time as the compliance with the program has been restored; and provided, also that materials delivered to the site for which payment is included in the estimate shall not be removed from the site of the work prior to its completion without the written consent of the Owner or its authorized employees and agents.

The estimates shall be signed by the Owner or its authorized employees and agents, and after such approval the Owner, subject to the foregoing provisions, will pay or cause to be paid

to the Contractor, in the manner provided by law, an amount equal to ninety five percent (95%) of the estimated value of the work performed and of the value of the materials furnished and delivered and unused and suitably and safely stored at the site of the work, such materials to be those which are proposed and suitable for permanent incorporation in the work.

#### 15. CHANGE IN WORK, ALTERATIONS, OMISSIONS & EXTRA WORK

Owner reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Owner, and, also, to make such alternations or deviations, additions to, or omissions from the work or the Contract Drawings and Specifications, as may be determined during progress of the work to be necessary or advisable for the proper completion thereof. Upon written order of the Owner, the Contractor shall proceed with the work as increased, decreased or altered.

The Owner or authorized representative of the Owner is authorized to order minor changes in the work which do not involve extra cost to Owner and which do not change the character of the work; he/she is not authorized to order any other changes, alterations, omissions, additions, or extra work, unless the same are approved in a Contract Supplement properly authorized in writing by the governing unit of the Owner. No claim of Contractor for extra compensation because of any change, alteration, omission, addition or extra work will be paid or be payable unless a written order for such charge, alteration, omission, addition or extra work, is signed by the authorized representative of the Owner.

When any changes decrease the amount of work to be done, such changes shall not constitute a basis or reason for any claim by Contractor for extra compensation or damages on account of any anticipated profits which he thereby loses on the omitted work; and Contractor shall not be entitled to any compensation or damages there for.

## **SPECIAL GENERAL CONDITIONS**

### **A. USE OF EQUIVALENT MATERIALS, PRODUCTS AND EQUIPMENT.**

The materials, products and equipment described in the Bid Specifications establish a standard of required function, dimension, appearance and quality to be met by any proposed equivalent. Bidder shall provide manufacturer's specifications and system description, product data and installation instructions, and warranty, as applicable.

### **B. BIDDER MUST CHECK APPLICABLE BLANK BELOW:**

Bidder affirms he meets exactly the project specifications:

YES \_\_\_\_\_ NO \_\_\_\_\_

### **C. ANY DEVIATION FROM BID SPECIFICATIONS MUST BE COMPLETELY EXPLAINED BY THE BIDDER.**

The Owner reserves an absolute right to approve or reject any proposed equivalent materials, products and equipment and may reject any bid which does not exactly meet the Bid Specifications.

Bidder will explain exact particulars where his bid does not meet exactly the Bid Specifications if "NO" is checked above. Use additional sheets and provide drawings, performance and test data as necessary.

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**D. DELIVERY/COMPLETION:** The work must be completed no later than ninety (90) days from the date of the notice to proceed. Bidder shall provide firm dates of work upon award of contract.

**E. OUTDOOR WARNING SYSTEM DESIGN, INSTALLATION, SERVICE EXPERIENCE:** Bidder shall submit a list of at least five (5) projects designed, installed and serviced of similar size and scope. List shall include project name, location, contact person, telephone number, contract amount and completion date.

Contractor shall use an adequate number of workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specific requirements and methods need for proper performance of this work.

**G. WARRANTY AND/OR GUARANTY:** All installation shall be under warranty, including all materials and labor, for a period of twelve (12) months against defects,

defective materials and/or workmanship, such period to start upon final acceptance of work by the City of Decatur, as required by the General Conditions.

- H. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications and any supplemental specifications as to any detail or omission from these specifications of a detailed description concerning any point shall be regarded as meaning only that the best commercial practices are to prevail and that only materials of first quality and correct size, type and design are to be used. All interpretations of the specifications shall be made upon the basis of this statement with the owner's interpretation to prevail.
- I. INQUIRIES:** Any questions the bidders may have concerning the content and meaning of these contract documents should be made by June 22, 2009 to Meredith Roark, Management Analyst. Any questions raised that require a response from the City shall be answered through a written response and where necessary an addendum to the contract documents shall be issued by the City.
- J. PRE-CONSTRUCTION MEETING:** Prior to the City issuing a Notice to Proceed for the commencement of work the Contractor and any designated subcontractor(s) shall attend a pre-construction meeting with representatives of the City. The purpose of this meeting will be to establish the goals and objectives and proposed schedule for the performance of the work. The City will notify the Contractor of the date and time for this meeting once an award of contract has been made by the City Commission.
- K. HOURS OF OPERATION:** The hours of operation available to the Contractor to perform the construction for this project are from 7:00AM to 6:00PM Mondays through Fridays and from 9:00AM to 5:00PM on Saturdays.

# **BID SPECIFICATIONS**

**Introduction:**

The City of Decatur invites and will accept bids from qualified Outdoor Warning Siren companies to design and install an Outdoor Warning System capable of providing siren notification to the City of Decatur. The bid will include a complete system to include “turn- key” installation and a maintenance agreement.

**Inquiries:**

Inquiries about this request should be made by **June 22, 2009** to:

Meredith Roark  
City of Decatur  
P.O. Box 220  
Decatur, Georgia 30031  
Phone: (404) 370-4102  
Fax: (678) 553-6518  
Email: Meredith.Roark@decaturga.com

**Schedule of Events:**

June 4, 2009	RFP Published
June 22, 2009	Vendors Questions Submitted via fax to 678-553-6518 by 2:00 P.M.
June 29, 2009	Vendors Questions Answered via fax and emailed by 12:00 P.M.
July 6, 2009 - 2:00PM	RFP due in City Manager’s Office and Bid Opening
July 7 - 17, 2009	Evaluation, and recommendation
July 20, 2009	Recommendation to City Commission
July 21, 2009	Notification to successful vendor

The written bid documents supersede any verbal or written prior communications between the parties.

The City of Decatur reserves the right to reject any or all bids, to waive technicalities & informalities, and to make an award deemed in its best interest.

## **EMERGENCY OUTDOOR WARNING SYSTEM TECHNICAL SPECIFICATIONS**

### **SCOPE**

The purpose of these specifications is to outline the minimum acceptable specifications for an Electronic Siren System with radio control for the City of Decatur Georgia. The system should consist of 4- Tone Only – Electronic -129dBC Sirens. The Vendor's bid shall include: pre-wired siren speaker array, 50' of speaker and control cable, siren controller, two-way radio control, antenna and 35' of antenna cable, solar charger and panels, pole mounting bracket and lightning arrester. All equipment will be installed on a 60' Class II pole provided and set by the Vendor. In this bid, the City of Decatur will be referred to as "the Owner". The Vendor will be responsible to purchase poles, mount equipment on the pole, stand pole or provide approved mounting bracket for building top mounting, mount equipment and attach bracket securely to building. The Vendor will be responsible for connection of all wiring, optimizing the siren and optimizing and programming the encoder for the City system. Encoder and required antenna will be installed at the City of Decatur E911 Center and the Decatur Fire Department. The Vendor will be responsible for training 911 operators and EMA Director on proper operation and maintenance of the Electronic Siren System. The Owner will provide one MTR2000 800 MHz radio at each encoder location. At the 911 Encoder, the Vendor must provide a UHF radio to allow the encoder to activate an existing siren at Agnes Scott College. The encoder must activate and receive data back from this siren.

### **1.0 GENERAL PUBLIC WARNING SYSTEM SPECIFICATIONS**

**1.1** The Siren will be an electronic siren. The System will consist of an oscillating speaker system that is capable of providing siren warning tones throughout 360 degrees.

**1.2** All remote sirens and their controls shall be new current standard and advertised models and have been in production for more than 8 years.

**1.3** Only bids for an electronic siren system will be accepted. Any bid that includes an alternate for sirens not capable of delivering 5 different siren tones and incapable of silent testing will be deemed non-compliant and will be disqualified. The fact that a manufacturer chooses not to produce equipment to meet these specifications, providing the above criteria are met, will not be sufficient cause to adjudge these specifications as restrictive. Also, the siren must be DC Primary with solar recharge only with no A/C connected.

**1.4** The Owners are not obligated to accept the lowest priced proposal, but reserves the right to accept the best proposal for the City of Decatur. The City of Decatur reserves the right to reject all proposals. Only the City of Decatur will be the sole judge of what comprises the best bid.

**1.5** Any exceptions to these specifications must be clearly stated point-by-point on an attached form. Failure to note any exception to these specifications shall be grounds for disqualification.

## **2.0 WARRANTY**

**2.1** Warranty of the system shall be a minimum of twelve (12) months parts and factory labor for all of the system's components including: Speaker drivers, power amplifiers, battery charger, rotor mechanisms, tone generator, siren motor(s) (if applicable), radio receiver and decoder. The repair of the warranted parts shall be done at the manufacturer's factory. This excludes any labor cost for removing the defective part from the siren.

**2.2** Additionally, an extended warranty agreement for a period of three years, after the 24 month warranty expires, must include a flat rate repair for all modules included in the above requirement. The flat rate fee shall not exceed \$75.00 per module.

Any exceptions to this warranty must be noted. These exceptions must be identified and the part's present list price must be shown.

The siren manufacturer must provide a complete summary of its warranty terms. Any deviation, from the manufacturer's warranty to the warranty provided by the bidder, may cause the bidder to be non-compliant.

## **3.0 TECHNICAL SPECIFICATIONS**

**3.1** The Public Warning System will use electronic sirens only. Due to the need to have a siren system that can operate in both a full and partial power requirement, electro-mechanical sirens will not be acceptable.

**3.2** The electrical path between the speaker system's power amplifiers and speaker drivers will be hardwired. Each speaker array must be pre-wired. To reduce potential maintenance problems and to prevent signal distortion, signal loss and speaker driver/power amplifier damage, no sliding or open brush ring communicator connections in the wiring path contact, will be allowed.

**3.3** The speaker assembly shall have four high gain radial cells entering into one main column or projector. Only one speaker driver shall be used per cell or projector.

**3.4** Each speaker driver will have its own power amplifier. Only one speaker driver per power amplifier will be accepted. Each power amplifier must be capable of producing 400 watts minimum output. Each speaker driver shall be wired to its own power amplifier by a dedicated pair of wires. A minimum of 50' of speaker and control cable must be provided for each siren.

**3.5** The minimum acceptable sound pressure level average will be 129dBC +/- 2dBC @ 100' in the Alert tone. The plus or minus deviation specification denotes that the siren has an advertised sound pressure level average of 129dBC but allows for deviation of sound level of ± 2dB when activated. Bidders must provide the siren manufacturer's advertising brochure and specifications clearly indicating that the siren is rated at 129dBC.

**3.6** To minimize repair cost, in the event repairs are ever needed, the siren must be able to be repaired without removing the siren from its installed location.

**3.7** The siren must be capable of producing up to five (5) different siren tones. Those tones must include the following: Attack (Wail), Alert (Steady), Hi-Lo, Air Horn, and Whoop.

**3.8** The siren shall be capable of meeting the 129dBC +/- 2dBC specification from only two (2) fully charged 12VDC batteries.

**3.9** The siren's battery charger must be capable of measuring the ambient temperature and increasing or decreasing the rate of charge based upon the ambient temperature.

**3.10** The vendor will be responsible for providing complete power supply diagrams, including but not limited to recommendations for batteries, charging units and installation.

**3.11** The siren case assembly shall be furnished in a natural finish aluminum material or stainless steel. Fiberglass or other non-metallic materials will not be accepted.

**3.12** A lightning arrester must be provided for each siren. Specifications of the arrester are:

Maximum current	60,000 Amps
Maximum energy	2,000 Joules per line
Maximum number of surges	Unlimited
Response time one milliamp test	5 Nanoseconds

#### **4.0 SILENT TEST**

**4.1** The siren will have the capability to produce an inaudible tone for the purpose of locally testing the siren without disturbing the public. This silent test feature shall fully test the siren's speaker drivers, amplifiers and rotor mechanism. The purpose of this test is to verify the sirens ability to operate without alerting the public. Therefore, it is critical that when testing the siren in this manner, the siren shall not make any audible siren noise. The silent test function must be accessible locally.

**4.2** The inaudible test must be capable of diagnosing each speaker driver, power amplifier and rotor control. The silent test function must be capable of detecting the failure of a single speaker or power amplifier.

#### **5.0 RADIO CONTROLS**

**5.1** The siren will be controlled via radio frequency.

**5.2** The radio receiver for the siren system shall be incorporated as a module. The siren system shall be equipped with a two to four watt state of the art receiver.

5.3 The radio antenna shall be a 2-3 dB gain omni-directional. Also, a minimum of 35' of coaxial cable shall be provided.

5.4 The siren radios will be two way radios for the capability of using the Silent Test system for the City of Decatur.

## 6.0 FREIGHT

6.1 Freight will be F.O.B. Destination.

6.2 All freight charges are to be included in the bid price. The Owner will assume any additional freight charges such as change of address or additional services.

## 7.0 TONE GENERATOR

7.1 The tone generator shall be an integral module within the microprocessor-based controller capable of generating the following warning signals:

<u>TONE</u>	<u>FREQUENCY</u>	<u>SWEEP RATE</u>
WAIL	410-675 Hz	4 sec/1 sec
ATTACK	410-490 Hz	1 sec/1 sec
ALERT	560 Hz	Steady
HI/LOW	465/650 Hz	0.8 sec/0.8 sec
WHOOP	300-465 Hz	3 sec
AIR HORN	465/650	Modulated/1.6 sec

7.2 The tone generator will be capable of generating an inaudible tone of at least 20 kHz for the purpose of testing the speaker system and its respective speaker drivers without disturbing persons on- and off-site.

## 8.0 SPEAKER SYSTEM DIAGNOSTIC MONITORING FUNCTIONS

8.1 The speaker system will have the facilities to produce an inaudible tone for the purpose of testing the speaker system without disturbing the public. The inaudible test shall be capable of being activated by local officials and be capable of a future upgrade, radio command diagnostics.

8.2 The inaudible test will cause an exercise of the speaker system components and a system diagnostic routine permitting the verification of the following status on a local LED display:

- AC Power at operating levels
- DC Power at operating levels
- Partial speaker driver/amplifier operation
- Full speaker driver/amplifier operation

**8.3** The diagnostic routine of the speaker system will be initiated upon each inaudible activation of the speaker system and the diagnostic LED indicators will represent the results of the most current activation.

## **9.0 ENCODER-DECODER**

**9.1** The decoder shall be an integral system within the microprocessor controller.

**9.2** The decoder shall respond to a DTMF signal code, code format and dialing rate as follows:

Signaling: DTMF 2 of 8 format

Code Format: The activation word shall consist of a minimum of ten digits DTMF that is transmitted at a rate not to exceed 700ms. The code shall include a three digit area code, a four digit station access code and a three digit equipment and function selection code.

Dialing Rate: The activation word shall be dialed at the following rate:

Tone on: 40 ms

Interdigit interval: 20 ms

The entire activation word tone transmission shall not exceed 700 ms.

**9.3** Two encoders will be provided. One shall be located at Decatur Fire Station Number 1 and one at the Decatur E911 Center. The E911 center encoder must be able to activate and get information back from the existing siren at Agnes Scott College.

## INSTRUCTIONS TO VENDOR

1. The siren will be installed on a class II--60 foot pole that will be provided and set by the Vendor. The pole will be set in accordance to local electrical and building codes. All wiring between the speaker assembly and the siren's control cabinet shall be in rigid steel conduit.
2. The successful vendor shall supply all materials, labor, tools, equipment, transportation and other miscellaneous items necessary for completion of the installation and optimization work.
3. The successful vendor shall keep the working area free from debris of all types and remove from premises all rubbish resulting from any work being done by vendor.
4. For this project, the vendor is considered "the contractor." Therefore, the vendor must hold or obtain a valid contracting license in the State of Georgia or will be deemed as non-compliant.
5. The final site selection shall be the responsibility of the Owner. The Owner will provide the locations to the Vendor.
6. All programming, reprogramming, or service to connect to existing equipment must be provided in bid.
7. Installation shall be coordinated with the Owner.
8. Installation of radio encoder equipment and all radio equipment shall be installed by an FCC certified technician. FCC certification of technician must be included in bid package. If certification copy is not included bid will be void. No other certifications, FAA, etc., will be acceptable as proof. Radio technician must be directly employed by Vendor.
9. Vendor must have at least 7 years of prior experience and knowledge of the installation of early warning sirens.
10. The Vendor must be a factory authorized representative for both sales and service of the proposed siren, encoding and radio equipment. Service technicians must be directly employed by the authorized Vendor.

## Exhibit A

### Project Site Locations

This project consists of four sirens being placed on city-owned property. The sirens will be placed on utility poles. They will be activated during a Tornado Warning, when the system is tested monthly, and when the city participates in the annual state-wide tornado drill.

The four locations are in R-60 low density residential areas which have been occupied by buildings operated by the City Schools of Decatur. The land use will not change. The property locations are as follows:

1. **Westchester Administration Building** –  
758 Scott Blvd, Decatur, GA 30030
2. **Winnona Park Elementary School** -  
510 Avery Street, Decatur, GA 30030
3. **Glennwood Academy** –  
440 East Ponce De Leon Ave, Decatur, GA 30030
4. **Oakhurst Elementary School** –  
175 Mead Road, Decatur, GA 30030

