



SANDY SPRINGS™
GEORGIA

INVITATION TO BID

20-052

Pre-Bid:

FY2020 & FY2021 CIP LMIG RESURFACING

4 March, 2020, 1:00 P.M.

City Hall at City Springs

Barfield Training Room- 2nd Floor

1 Galambos Way, Sandy Springs, GA 30328

Bid Due Date & Public Opening:

18 March, 2020, 2:00 p.m.

City Hall at City Springs

Barfield Training Room- 2nd Floor

1 Galambos Way, Sandy Springs, GA 30328

Bids shall only be accepted online through the Bonfire Portal at:

<https://sandysprings.bonfirehub.com/projects/view/23574>

Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

GENERAL INFORMATION:

- 1.** All communications regarding this solicitation must be with the assigned Senior Procurement Specialist, Jason Frazee, purchasing@sandyspringsga.gov.
- 2.** All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/23574> Questions are due **no later than March 11, 2020, 5:00 p.m.** Questions received after this date and time may not be answered.
- 3.** Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at and it is the Offeror's responsibility to <https://sandysprings.bonfirehub.com/projects/view/23574> check the Bonfire portal for any addendum or other communications related to this solicitation.
- 4.** The form of contract ("Model Contract") the City intends to execute with the selected contractor is included for your review.

5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
6. The City of Sandy Springs is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

TERMS & CONDITIONS

1. All applicable Federal and State of Georgia laws and City of Sandy Springs ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.
2. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
3. No bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
4. The City shall be able to request of an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.
5. From the date this ITB is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this solicitation, except at the direction of, Jason Frazee, Procurement Agent, in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:
Jason Frazee
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Email: purchasing@sandyspringsga.gov
6. While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:
 - a. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;
 - b. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;

- c. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal;
- d. Make partial award or no award if it is in the best interest of the City to do so; and
- e. Terminate any contract if the City determines adequate funds are not available.

DEFINITIONS

SSPWD: Sandy Springs Public Works Department

GDOT: Georgia Department of Transportation

ADA: Americans with Disabilities Act. The federal act that gives civil rights protections to the disabled similar to those provided to individuals based on race, color, sex, national origin, age and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

CONTRACT DOCUMENTS: Contract Agreement, General Conditions, Appendices, Special Provisions, Technical Specifications, Drawings and Plans, Bidding Documents, Exhibits

EA: Each

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

OWNER: City of Sandy Springs

Contractor: The Prime Contractor for the Construction

Project. DOL: U.S. Department of Labor

**REQUIREMENTS SCOPE OF WORK
ITB 20-052 FY2020 & FY2021 CIP LMIG RESURFACING**

FY2020 CIP LMIG Resurfacing Scope: The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Sandy Springs Director of Public Works or his representative.

NOTE: This is a multi-year contract with one additional "Option Year" (i.e. 2020 and 2021 Roads) to be awarded at the City's discretion. Bidders shall submit unit pricing for all unless otherwise specified, all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

REQUIREMENTS

1. The contractor and the City will conduct one (1) contract and pre-construction meeting prior to each year's paving. The contractor and the City will discuss the terms of the contract as well as the schedule for the Work. The contractor shall submit a construction schedule to the city one week before the meeting. The work is to be assigned to the contractor by geographical areas unless scheduling and coordination dictates otherwise.
2. The Contractor shall commence actual physical work on the Project within ten (10) calendar days of the date of the Notice to Proceed. The Contractor shall complete the work of the project ready for use not later than the number of calendar days as set forth below.
3. Work (for the 2020 Streets) is expected to begin in April 2020 and to be substantially completed within **150** calendar days of Notice to Proceed.
4. Subsequent year is expected to begin within 10 days of notice to proceed and to be substantially completed within **150** calendar days of Notice to Proceed.

BIDDING INSTRUCTIONS

Failure to submit the following bid documents may result in the bid being deemed non-responsive and the bid shall be rejected:

City Bid Form
City Qualification Signature and Certification Form
Reference Form
Bid Schedule
Bid Price Certification
Everify Affidavit under O.C.G.A. 13-10-91(b)(1)
Addenda Acknowledgment

Upon award of contract the following items shall also be submitted:

Certification of Sponsor Drug Free Workplace
Georgia Security Immigration Compliance Act Affidavit
Certificate of Insurance
Notice to Contractors Compliance with Electrical Safety Provisions
Affidavit verifying Status for City Public Benefit Application
Corporate Certificate

BID FORM
(Bidder to sign and return)

TO: PURCHASING MANAGER
CITY OF SANDY SPRINGS
SANDY SPRINGS, GEORGIA 30350

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

ITB #20-052 FY2020 & FY2021 CIP LMIG RESURFACING

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard *Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents 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.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within **hundred and fifty (150) calendar days** from the initial Notice to Proceed.

The Bidder will be required to sign a "Notice of Intent" (NOI) as the "operator" prior to beginning construction. The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMP's) throughout the term of the project. Upon completion and prior to final payment the Bidder will be required to sign a "Notice of Termination (NOT) upon final approval by COSS.

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____

Bidder _____
Company Name

Seal

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Bidder to sign and return)

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

Authorized Signature _____ Date _____

Print/Type Name _____

Email Address _____

Print/Type Company Name Here _____

REQUEST FOR REFERENCES
INVITATION TO BID #20-052 FY2020 & FY2021 CIP LMIG RESURFACING

All references must be from customers for whom your company has provided projects completed in the **last five years of similar scope and services** as the specifications of Invitation to Bid #20-052 FY2020 and FY2012 CIP LMIG Resurfacing

References for: _____

(Company Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

2. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

**FY2020 CIP LMIG RESURFACING
SCOPE OF SERVICES REQUIREMENTS**

The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Sandy Springs Director of Public Works or a representative. Unless otherwise specified, all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

- **The work shall consist of milling to a minimum depth of one and one half (1.5) inches, patching as required, and paving with 12.5mm at 165 lbs./SY or as directed by the engineer/COSS representative.**
- **Temporary striping where required shall follow within twenty-four (24) hours of resurfacing.**
- **Permanent traffic striping shall take place no later than fourteen (14) days after resurfacing.**
- **Roads shall not remain milled for a period of more than seven (7) days.**
- **Working hours are to be Monday to Friday, 8 AM to 5 PM, with the exception of all Collector, Arterial, and Minor Arterial streets work hours being Monday to Friday, 9AM to 3PM.**

Road Resurfacing List:

Street Name	From Street	To Street	Pavement Length (ft)	Total Area (yd2)
BRANDON MILL RD	MARK TRL	WYNDHAM DR	675	1799
BRANDON MILL RD	WYNDHAM DR	BRANDON MILL RD	721	2004
BRANDON MILL RD	EOP	SEVILLE CHASE	949	3059
BRIDGEGATE CT	MONTICELLO DR	EOP	1179	3437
CAMERON RIDGE DR	CAMERON GLEN DR	CAMERON VALLEY CT	526	1695
CAMERON RIDGE DR	CAMERON VALLEY CT	EOP	1519	5060
CAMERON VALLEY CT	CAMERON RIDGE DR	EOP	1126	3996
CHELVESTON PL	DUNWOODY HERITAGE DR	EOP	292	1047
CHESTNUT ROSE LN	CLAIRE ROSE LN	EOP	979	2812
CHESTWICK CT	DUNWOODY HERITAGE DR	LANDSEER WAY	287	732
CHESTWICK CT	LANDSEER WAY	EOP	400	1319
CLASSIC CV	MASTERS CLUB DR	CLASSIC CV	843	2530
CLASSIC CV	EOP	EOP	228	709
CLASSIC WAY	MASTERS CLUB DR	EOP	1151	3197
CUTWATER TRL	BREAKWATER RDG	EOP	496	2051
DUNWOODY HERITAGE DR	JETT FERRY RD	CHELVESTON PL	225	575
DUNWOODY HERITAGE DR	CHELVESTON PL	CHESTWICK CT	644	1645
DUNWOODY HERITAGE DR	CHESTWICK CT	EOP	606	1870
GREENLAND RD	GREENLAND RD	EOP	354	1220
HAMMOND DR	HARLESTON RD	HILDERBRAND DR	454	1261
HAMMOND DR	HILDERBRAND DR	KAYRON DR	670	1860
HAMMOND DR	KAYRON DR	LORELL TER	1186	3293

HAMMOND DR	LORELL TER	BROOKGREEN RD	99	351
HAMMOND DR	BROOKGREEN RD	HAMMOND DR	558	2481
HAMMOND DR	HAMMOND DR	EOP	320	2061
HAMMOND DR	EOP	GLENRIDGE DR	191	1209
HAMMOND DR	PEACHTREE DUNWOODY RD	HAMMOND DR	1445	13809
HAMMOND DR	PEACHTREE DUNWOODY RD	EOP	1140	9500
HOPE MEWS CT	HOPE RD	HOPE MEWS CT	164	437
HOPE MEWS CT	HOPE MEWS CT	EOP	281	719
HOPE MEWS CT	EOP	HOPE MEWS WAY	171	709
HOPE MEWS CT	HOPE MEWS WAY	EOP	178	743
HUNTERS BRANCH DR	HUNTERS BRANCH CLOSE	HUNTERS BRANCH CT	1368	4103
HUNTERS BRANCH DR	HUNTERS BRANCH CT	HUNTERS BRANCH LN	312	935
HUNTERS BRANCH DR	HUNTERS BRANCH LN	HUNTERS BRANCH DR	121	402
HUNTERS BRANCH DR	TWIN BRANCH RD	HUNTERS BRANCH DR	66	117
HUNTERS BRANCH DR	HUNTERS BRANCH DR	TWIN BRANCH RD	54	96
HUNTERS BRANCH DR	HUNTERS BRANCH DR	HUNTERS BRANCH DR	63	111
HUNTERS BRANCH DR	EOP	HUNTERS TRACE LN	182	546
HUNTERS BRANCH DR	HUNTERS TRACE LN	HUNTERS PT	331	994
HUNTERS BRANCH DR	HUNTERS PT	HUNTERS BRANCH CLOSE	433	1299
HUNTERS PT	HUNTERS PT	HUNTERS BRANCH DR	293	879
HUNTERS PT	HUNTERS PT	HUNTERS PT	207	597
JOHNSON FERRY RD	PEACHTREE DUNWOODY RD	EOP	83	534
JOHNSON FERRY RD	EOP	JOHNSON FERRY PKWY	907	4534
KENBROOK DR	KENBROOK WAY	LONDON DR	901	2602
KENBROOK WAY	LONDONBERRY RD	WINDSHIP PL	398	1107
KENBROOK WAY	WINDSHIP PL	KENBROOK DR	494	1536
KINGSTON DR	PEACHTREE DUNWOODY RD	KINGSTON DR	1755	4874
KINGSTON DR	KINGSTON DR	KINGSTON DR	249	720
LANDSEER WAY	CHESTWICK CT	EOP	590	1680
LONG ISLAND DR	EOP	KITTY HAWK DR	508	2032
LONG ISLAND DR	KITTY HAWK DR	LONG ISLAND TER	290	1321
LONG ISLAND DR	LONG ISLAND TER	FOUNTAIN OAKS LN	651	1519
LONG ISLAND DR	FOUNTAIN OAKS LN	LAKE FORREST DR	454	1311
MARSH GLEN PT	BREAKWATER RDG	EOP	1263	4014
MASTERS CLUB DR	EOP	SADDLE RIDGE WAY	221	638
MASTERS CLUB DR	SADDLE RIDGE WAY	CHEVRON DR	816	2356
MASTERS CLUB DR	CHEVRON DR	CLASSIC WAY	561	1619
MASTERS CLUB DR	CLASSIC WAY	CLASSIC CV	582	1680
MASTERS CLUB DR	CLASSIC CV	BALL MILL RD	515	1487
NESBIT DOWNS CT	NESBIT DOWNS DR	EOP	398	1237
NESBIT DOWNS DR	SUMMERHOUSE LN	NESBIT DOWNS CT	333	926
NESBIT DOWNS DR	NESBIT DOWNS CT	NESBIT FERRY RD	255	794

NORTHLAND DR	EOP	INLAND DR	868	2219
NORTHLAND DR	INLAND DR	EOP	737	1966
NORTHLAND DR	GREENLAND RD	EOP	64	214
POINTE RIDGE DR	RIVERSIDE DR	EOP	899	2450
RAMP	NORTHLAND DR	HIGH POINT RD	151	184
RILEY RIDGE RD	EOP	EOP	510	1565
RIVER GATE DR	VALLEY HALL DR	EOP	935	2910
RIVER GATE DR	RIVER GATE DR	RIVER GATE DR	244	760
S JOHNSON FERRY RD	JOHNSON FERRY PKWY	S JOHNSON FERRY RD	120	654
S JOHNSON FERRY RD	EOP	EOP	769	4100
S JOHNSON FERRY RD	JOHNSON FERRY RD	EOP	355	1895
SADDLEVIEW CT	SADDLEVIEW RUN	EOP	375	1228
SADDLEVIEW RUN	EOP	SADDLEVIEW CT	535	1625
SADDLEVIEW RUN	SADDLEVIEW CT	SUMMERHOUSE LN	326	797
SADDLEVIEW RUN	EOP	SUMMERHOUSE LN	534	1623
SANDY SPRINGS CIR	HAMMOND DR	EOP	341	2274
SANDY SPRINGS CIR	EOP	SANDY SPRINGS PL	550	3669
SANDY SPRINGS CIR	SANDY SPRINGS PL	HILDERBRAND DR	469	2556
SANDY SPRINGS CIR	HILDERBRAND DR	HILDERBRAND DR	104	556
SANDY SPRINGS CIR	HILDERBRAND DR	EOP	235	1176
SANDY SPRINGS CIR	EOP	MOUNT VERNON HWY	116	579
SAVANNAH ESTATES DR	HAPPY HOLLOW RD	EOP	398	1318
SEVILLE CHASE	HIDDEN FALLS LN	BRANDON MILL RD	1194	2786
SEVILLE CHASE	HIDDEN FALLS LN	EOP	626	2087
SHERIDAN POINT LN	HIGH POINT RD	EOP	877	2472
SPALDING DR	SPALDING LAKE CT	RIVER EXCHANGE DR	1499	5165
SPALDING DR	EOP	RIVER EXCHANGE DR	1810	11058
SPALDING SPRINGS CT	SPALDING DR	SPALDING SPRINGS LN	175	428
SPALDING SPRINGS CT	SPALDING SPRINGS LN	EOP	328	1100
SPALDING SPRINGS LN	EOP	SPALDING SPRINGS CT	599	1755
SUMMERHOUSE LN	SADDLEVIEW RUN	NESBIT DOWNS DR	268	654
SUMMERHOUSE LN	NESBIT DOWNS DR	EOP	276	975
TRELLIS PL	HAPPY HOLLOW RD	EOP	124	602
TWIN BRANCH RD	HUNTERS BRANCH DR	TWIN BRANCH CT	327	980
TWIN BRANCH RD	TWIN BRANCH CT	TWIN BRANCH LN	1416	4248
TWIN BRANCH RD	TWIN BRANCH LN	SPALDING DR	1836	5509
VALLEY HALL DR	HABERSHAM WATERS RD	RIVER GATE DR	997	3101
VALLEY HALL DR	RIVER GATE DR	VALLEY HALL DR	910	2729
VALLEY HALL DR	VALLEY HALL DR	VALLEY HALL DR	148	444
VALLEY HALL DR	VALLEY HALL DR	VALLEY HALL DR	161	482
VALLEY LN	KAYRON DR	GARBER DR	771	2141
VALLEY LN	GARBER DR	BROOKGREEN RD	567	1828

WEATHERLY DR	RIVER PARK DR	MOUNTAIN BROOK LN	1313	4086
WESSEX CT	MABRY RD	EOP	436	1743
WINDING RIVER DR	RIVER	RIVER	2132	6397
		Totals	64136	226878
		Miles	12.15	

General Notes:

1. Prior to beginning work the contractor will be required to submit a job mix formula for review and acceptance by the City.
2. The Contractor shall perform project housekeeping/clean-up on a daily basis; this includes sweeping and/or vacuuming for dust and debris along the roadway and cleaning of driveways if applicable. This includes tack overspray on driveways and curbs. Cleanliness is a point of emphasis for the City and our Citizens and great attention must be paid to keeping the streets and properties affected by this work as clean and in order as possible.
3. Scheduling: The Contractor shall submit a master schedule of work to be performed two (2) weeks in advance of starting.
4. The contractor shall obtain permission from any private property owner whose property construction equipment may be parked in front of or on. Failure to obtain permission from property owners may result in citations. No equipment/materials will be permitted to be stored/parked in City ROW over night/weekends.
5. The contractor is responsible for calling for utility locations prior to the start of work. It shall be the contractor's responsibility to coordinate his work with any utility owner whom maybe in conflict with his work. No claims will be considered for extra compensation.
6. A 24-hour contact shall be provided to the City of Sandy Springs Public Works Department for all issues as needed in regards to the project for any safety, signage, or any other emergency as needed.
7. Any item which must be removed during the construction work and is not specially called for shall be removed by the contractor. The cost shall be included in other unit price bid. No claims will be considered for extra compensation.
8. Upon the completion of each street, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the contractor. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation
9. The general descriptions of each item of work are as described in the Georgia Department of Transportation's standards and specifications, complete and accepted. Any conflicts which might occur during the course of the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.
10. Working hours are expected to be Monday to Friday, 8 AM to 5 PM except where otherwise noted. Any extended work hours or alternate work times must be approved by the Public Works Director.
11. Contractor shall have all vehicles marked with their company name.
12. The City of Sandy Springs will not provide restroom facilities.

13. The Contractor's performance will be measured based on the following:

- Compliance with the Scope of Work and GDOT Specifications
- Cleanliness of the worksite
- Meeting agreed upon schedule dates
- Submission of all deliverables as specified

14. Sewer Manhole risers may be provided by the Fulton County Department of Sewer and Water. The City will notify them of the upcoming resurfacing work and will help coordinate delivery of the risers. Transporting them from the storage facility and installation will be the responsibility of the contractor; cost for these activities should be included in the bid item for Adjusting Sewer Manhole to Grade. Unless otherwise noted or agreed upon **ALL OTHER MATERIALS ARE TO BE PROVIDED BY THE CONTRACTOR.**

**BID SCHEDULE
FY 2020 CIP, LMIG
Resurfacing**

L.I.N.	Pay Item	Descriptio	Unit	QTY	Unit Price	Total Price
5	150-1000	TRAFFIC CONTROL	LS	1	\$	\$
10	402-1802	Patching	TN	1,000	\$	\$
20	402-3130	Asphalt	TN	20,500	\$	\$
25	413-1000	Tack	GL	21,000	\$	\$
30	432-5010	Milling	SY	230,000	\$	\$
35	611-8050	Adjust Manhole	EA	60	\$	\$
40	611-8140	Adjust Water Valve	EA	30	\$	\$
45	653-0110	PVMT Marking Arrow, TP1 (Straight)	EA	15	\$	\$
50	653-0120	PVMT Marking Arrow, TP2 (Left or Right)	EA	30	\$	\$
55	653-0130	PVMT Marking Arrow, TP3 (Straight/Turn)	EA	100	\$	\$
60	653-0210	PVMT Marking Word, TP1 (ONLY)	EA	30	\$	\$
65	653-1501	Solid Traf Stripe, 5 IN, White	LF	206,000	\$	\$
70	653-1502	Solid Traf Stripe, 5 IN, Yellow	LF	155,000	\$	\$
75	653-1704	Solid Traf Stripe, 24 IN, White	LF	1,800	\$	\$
80	653-1804	Solid Traf Stripe, 8 IN, White	LF	18,000	\$	\$
85	653-1806	Solid Traf Stripe, 8 IN, Yellow*	LF	18,000	\$	\$
90	653-3501	Skip Traf Stripe, 5 IN, White	GLF	52,000	\$	\$
95	647-6090	6'X40' traffic Loop	EA	24	\$	\$
100	647-6090	6'X6' Traffic Loop	EA	12	\$	\$
999	???-????	Puck Detection Installation	EA	30	\$	\$
999	652-0105	PAVEMENT MARKING, BIKE SHARED LANE	EA	25	\$	\$
999	652-0094	PAVEMENT MARKING, SYMBOL, TP 4 - BICYCLE	EA	100	\$	\$
999	654-1001	RAISED PVMT MARKERS TP 1	EA	2,500	\$	\$
999	654-1002	RAISED PVMT MARKERS TP 2	EA	2,500	\$	\$
999	654-1003	RAISED PVMT MARKERS TP 2	EA	2,500	\$	\$
888	888-0001	Adjust Manhole Alternate (Major Excavation)	EA	10	\$	\$
888	888-0002	Adjust Water Valve Alternate (Major Excavation)	EA	10	\$	\$
TOTAL BASE BID AMOUNT					\$	

TOTAL BID PRICE:

TOTAL BID PRICE IN WORDS:

**FY2021 CIP LMIG RESURFACING
SCOPE OF SERVICES REQUIREMENTS**

The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Sandy Springs Director of Public Works or a representative. Unless otherwise specified, all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

- **The work shall consist of milling to a minimum depth of one and one half (1.5) inches, patching as required, and paving with 12.5mm at 165 lbs./SY or as directed by the engineer/COSS representative.**
- **Temporary striping where required shall follow within twenty-four (24) hours of resurfacing.**
- **Permanent traffic striping shall take place no later than fourteen (14) days after resurfacing.**
- **Roads shall not remain milled for a period of more than seven (7) days.**
- **Working hours are to be Monday to Friday, 8 AM to 5 PM, with the exception of all Collector, Arterial, and Minor Arterial streets work hours being Monday to Friday, 9AM to 3PM.**

Road Resurfacing List:

Street Name	From Street	To Street	Pavement Length (ft)	Total Area (yd ²)
ASCOT MNR	RIVERVIEW RD	ASCOT MNR	656	1,604
ASCOT MNR	ASCOT MNR	EOP	237	580
ASCOT MNR	ASCOT MNR	ASCOT MNR	238	582
ASCOT MNR	ASCOT MNR	ASCOT MNR	171	379
BARFIELD RD	HAMMOND DR	EOP	145	677
BARFIELD RD	EOP	BARFIELD RD	760	4,391
BARFIELD RD	BARFIELD RD	EOP	1,308	6,251
BARFIELD RD	BARFIELD RD	MOUNT VERNON HWY	1,519	7,259
BENITA TRCE	RIVERSIDE TRCE	BENITA TRCE	334	818
BENITA TRCE	BENITA TRCE	BENITA TRCE	98	261
BENITA TRCE	BENITA TRCE	BENITA TRCE	98	262
BENTLEY MNR	BENTLEY MNR	ASCOT MNR	265	647
BENTLEY MNR	BENTLEY MNR	BENTLEY MNR	167	372
BRANDON MILL RD	SEVILLE CHASE	W SPALDING DR	865	2,114
BRANDON MILL RD	W SPALDING DR	RIVER COURT PKWY	274	701
BRANDON MILL RD	RIVER COURT PKWY	DUNHILL CT	597	1,657
BRANDON MILL RD	DUNHILL CT	DALRYMPLE RD	889	2,272
CANYON CREEK TRL	EOP	EOP	373	954
COLES WAY	EOP	NESBIT FERRY RD	2,055	6,887
DALRYMPLE RD	WILDERCLIFF DR	WILDERCLIFF DR	124	564
DALRYMPLE RD	WILDERCLIFF DR	BRANDON MILL RD	331	1,104
DALRYMPLE RD	DUNHILL TER	BRANDON MILL RD	941	2,615

DALRYMPLE RD	DUNHILL TER	DUNCOURTNEY DR	828	2,209
FIFTH GREEN CT	THE 5TH GRN	FIFTH GREEN CT	248	717
FIFTH GREEN CT	EOP	EOP	219	680
GARMON RD	EOP	W GARMON RD	1,001	3,559
GLENRIDGE DR	EOP	EOP	159	688
GLENRIDGE DR	EOP	WILLOW GLN	823	4,480
GLENRIDGE DR	WILLOW GLN	GREENLAND RD	459	2,654
GLENRIDGE DR	GREENLAND RD	BENTON WOODS DR	583	4,147
GLENRIDGE DR	BENTON WOODS DR	EOP	109	764
GLENRIDGE DR	EOP	NORTHLAND DR	386	1,973
GLENRIDGE DR	NORTHLAND DR	SHERRELL DR	184	1,269
GLENRIDGE DR	ABERNATHY RD	EOP	109	447
GLENRIDGE DR	EOP	GLENLAKE PKWY	2,070	8,051
HABERSHAM WATERS CT	HABERSHAM WATERS RD	HABERSHAM WATERS CT	556	1,731
HABERSHAM WATERS CT	EOP	EOP	255	820
HABERSHAM WATERS RD	SPALDING DR	VALLEY HALL DR	421	1,264
HABERSHAM WATERS RD	VALLEY HALL DR	HABERSHAM WATERS CT	1,171	3,644
HABERSHAM WATERS RD	HABERSHAM WATERS CT	QUIET WATER LN	657	2,043
HABERSHAM WATERS RD	QUIET WATER LN	BRANDON HALL DR	1,742	5,419
HARLESTON RD	HAMMOND DR	HILDERBRAND DR	1,373	3,968
HARLESTON RD	HILDERBRAND DR	JOHNSON FERRY RD	338	940
HASTINGS MNR	HASTINGS MNR	ASCOT MNR	335	855
HASTINGS MNR	EOP	EOP	208	532
HUNTINGTON PLACE DR	EOP	EOP	1,056	3,713
INNSBRUCK DR	INNSBRUCK DR	SPALDING DR	139	340
INNSBRUCK DR	INNSBRUCK DR	SPALDING DR	134	329
INNSBRUCK DR	SAINT TROPEZ WAY	INNSBRUCK DR	1,123	3,493
INNSBRUCK DR	WINGED FOOT DR	SAINT TROPEZ WAY	695	2,161
INNSBRUCK DR	CAT CAY CT	WINGED FOOT DR	2,285	6,855
INNSBRUCK DR	WINGED FOOT DR	CAT CAY CT	675	2,026
JOHNSON FERRY RD	EOP	EOP	557	1,793
JOHNSON FERRY RD	EOP	MOUNT VERNON HWY	154	343
LONG ISLAND CT	BONNIE LN	LONG ISLAND PL	858	2,193
MOUNT VERNON HWY	VERNON SPRINGS TRL	EOP	1,120	3,111
MOUNT VERNON HWY	WOODRIDGE FOREST TRL	VERNON SPRINGS TRL	447	1,391
MOUNT VERNON HWY	OLD VIRGINIA CHASE	WOODRIDGE FOREST TRL	304	879
PEACHTREE DUNWOODY RD	MOUNT VERNON HWY	EOP	511	2,668
PEACHTREE DUNWOODY RD	EOP	PEACHTREE DUNWOODY RD	80	691
PINE LAKE DR	MERLENDALE DR	FORREST LAKE DR	695	2,007
PINE LAKE DR	MERLENDALE DR	LAKE FORREST DR	1,696	4,900
RAMP	RAMP	GLENRIDGE DR	212	447

RAMP	RAMP	GLENRIDGE DR	110	232
RAMP	MOUNT VERNON HWY	JOHNSON FERRY RD	92	246
RAMP	MOUNT VERNON HWY	NORTHSIDE DR	139	232
RAMP	MOUNT VERNON HWY	NORTHSIDE DR	243	487
RAMP	ABERNATHY RD	PEACHTREE DUNWOODY RD	220	415
RAMP	RAMP	PEACHTREE DUNWOODY RD	109	278
RAMP	NEW NORTHSIDE DR	POWERS FERRY RD	249	470
RAMP	NORTHRIDGE RD	ROBERTS DR	213	450
RIVER CHASE RDG	RIVER CHASE CIR	RIVER CHASE RDG	838	2,607
RIVER CHASE RDG	RIVER CHASE RDG	RIVER CHASE RDG	210	629
RIVERSIDE DR	RIVERSIDE DR	DALRYMPLE RD	520	1,616
RIVERSIDE TRCE	EOP	RIVERSIDE TRCE	754	2,096
RIVERSIDE TRCE	RIVERSIDE TRCE	IVY FALLS DR	946	2,417
RIVERSIDE TRCE	HEARDS CREEK DR	IVY FALLS DR	583	1,750
RIVERSIDE TRCE	OLD HICKORY PT	HEARDS CREEK DR	372	1,074
RIVERWOOD PL	OLD POWERS FERRY RD	EOP	464	1,414
ROBERTS DR	EOP	SPALDING DR	630	2,171
ROBERTS DR	SPALDING DR	BAKERS GLEN DR	611	2,446
ROBERTS DR	BAKERS GLEN DR	SPINDLEWICK DR	173	729
ROBERTS DR	SPINDLEWICK DR	EASTCOTE DR	362	1,488
ROBERTS DR	EASTCOTE DR	NORTHWOLD DR	485	1,670
ROBERTS DR	NORTHWOLD DR	SUNNYBROOK FARM RD	1,349	5,546
ROBERTS DR	SUNNYBROOK FARM RD	EOP	1,039	4,041
ROBERTS DR	EOP	NORTHRIDGE RD	227	1,339
ROBERTS DR	ROBERTS DR	RIVERCREST DR	419	1,258
ROBERTS DR	RIVERCREST DR	LEXINGTON DR	174	521
ROBERTS DR	LEXINGTON DR	ROBERTS LANDING CV	265	796
ROBERTS DR	ROBERTS LANDING CV	RIVERCREST DR	128	385
ROBERTS DR	RIVERCREST DR	SERENDIPITY WAY	1,037	3,686
ROBERTS DR	SERENDIPITY WAY	EOP	2,350	7,050
SERENDIPITY WAY	ROBERTS DR	SERENDIPITY WAY	467	1,193
SERENDIPITY WAY	SERENDIPITY WAY	SERENDIPITY WAY	307	716
SPALDING DR	ROBERTS DR	Dunwoody Club DR	138	734
SPALDING DR	Dunwoody Club DR	KENSTONE CT	1,386	5,388
SPALDING DR	KENSTONE CT	INNSBRUCK DR	795	2,651
SPALDING DR	INNSBRUCK DR	WINGED FOOT DR	580	2,449
SPALDING DR	WINGED FOOT DR	TYNECASTLE DR	278	710
SPALDING LN	EOP	SPALDING DR	2,030	6,090
SPRUELL SPRINGS RD	LAKE FORREST DR	HARDEMAN RD	389	995
SPRUELL SPRINGS RD	HARDEMAN RD	EOP	1,434	3,664

ST TROPEZ WAY	EOP	INNSBRUCK DR	394	1,183
THE 5TH GRN	HUNTCLIFF TRCE	THE 5TH GRN	574	1,658
THE 5TH GRN	FIFTH GREEN CT	HUNTCLIFF TRCE	1,589	4,943
THORNWOOD DR	DUNHILL TER	GLENCOURTNEY DR	1,344	4,033
TWIN BRANCH LN	HUNTERS BRANCH DR	TWIN BRANCH RD	783	2,350
		Totals	67219	223441
		Miles	12.73	

General Notes:

1. Prior to beginning work the contractor will be required to submit a job mix formula for review and acceptance by the City.
2. The Contractor shall perform project housekeeping/clean-up on a daily basis; this includes sweeping and/or vacuuming for dust and debris along the roadway and cleaning of driveways if applicable. This includes tack overspray on driveways and curbs. Cleanliness is a point of emphasis for the City and our Citizens and great attention must be paid to keeping the streets and properties affected by this work as clean and in order as possible.
3. Scheduling: The Contractor shall submit a master schedule of work to be performed two (2) weeks in advance of starting.
4. The contractor shall obtain permission from any private property owner whose property construction equipment may be parked in front of or on. Failure to obtain permission from property owners may result in citations. No equipment/materials will be permitted to be stored/parked in City ROW over night/weekends.
5. The contractor is responsible for calling for utility locations prior to the start of work. It shall be the contractor's responsibility to coordinate his work with any utility owner whom maybe in conflict with his work. No claims will be considered for extra compensation.
6. A 24-hour contact shall be provided to the City of Sandy Springs Public Works Department for all issues as needed in regards to the project for any safety, signage, or any other emergency as needed.
7. Any item which must be removed during the construction work and is not specially called for shall be removed by the contractor. The cost shall be included in other unit price bid. No claims will be considered for extra compensation.
8. Upon the completion of each street, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the contractor. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation
9. The general descriptions of each item of work are as described in the Georgia Department of Transportation's standards and specifications, complete and accepted. Any conflicts which might occur during the course of the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.
10. Working hours are expected to be Monday to Friday, 8 AM to 5 PM except where otherwise noted. Any extended work hours or alternate work times must be approved by the Public Works Director.

11. Contractor shall have all vehicles marked with their company name.

12. The City of Sandy Springs will not provide restroom facilities.

13. The Contractor's performance will be measured based on the following:

- Compliance with the Scope of Work and GDOT Specifications
- Cleanliness of the worksite
- Meeting agreed upon schedule dates
- Submission of all deliverables as specified

14. Sewer Manhole risers may be provided by the Fulton County Department of Sewer and Water. The City will notify them of the upcoming resurfacing work and will help coordinate delivery of the risers. Transporting them from the storage facility and installation will be the responsibility of the contractor; cost for these activities should be included in the bid item for Adjusting Sewer Manhole to Grade. Unless otherwise noted or agreed upon **ALL OTHER MATERIALS ARE TO BE PROVIDED BY THE CONTRACTOR.**

**BID SCHEDULE
FY 2021 CIP Resurfacing**

L.I.N.	Pay Item	Descriptio	Unit	QTY	Unit Price	Total Price
5	150-1000	TRAFFIC CONTROL	LS	1	\$	\$
10	402-1802	Patching	TN	1,000	\$	\$
20	402-3130	Asphalt	TN	20,500	\$	\$
25	413-1000	Tack	GL	21,000	\$	\$
30	432-5010	Milling	SY	230,000	\$	\$
35	611-8050	Adjust Manhole	EA	60	\$	\$
40	611-8140	Adjust Water Valve	EA	30	\$	\$
45	653-0110	PVMT Marking Arrow, TP1 (Straight)	EA	15	\$	\$
50	653-0120	PVMT Marking Arrow, TP2 (Left or Right)	EA	30	\$	\$
55	653-0130	PVMT Marking Arrow, TP3 (Straight/Turn)	EA	100	\$	\$
60	653-0210	PVMT Marking Word, TP1 (ONLY)	EA	30	\$	\$
65	653-1501	Solid Traf Stripe, 5 IN, White	LF	206,000	\$	\$
70	653-1502	Solid Traf Stripe, 5 IN, Yellow	LF	155,000	\$	\$
75	653-1704	Solid Traf Stripe, 24 IN, White	LF	1,800	\$	\$
80	653-1804	Solid Traf Stripe, 8 IN, White	LF	18,000	\$	\$
85	653-1806	Solid Traf Stripe, 8 IN, Yellow*	LF	18,000	\$	\$
90	653-3501	Skip Traf Stripe, 5 IN, White	GLF	52,000	\$	\$
95	647-6090	6'X40' traffic Loop	EA	24	\$	\$
100	647-6090	6'X6' Traffic Loop	EA	12	\$	\$
999	???-????	Puck Detection Installation	EA	30	\$	\$
999	652-0105	PAVEMENT MARKING, BIKE SHARED LANE	EA	25	\$	\$
999	652-0094	PAVEMENT MARKING, SYMBOL, TP 4 - BICYCLE	EA	100	\$	\$
999	654-1001	RAISED PVMT MARKERS TP 1	EA	2,500	\$	\$
999	654-1002	RAISED PVMT MARKERS TP 2	EA	2,500	\$	\$
999	654-1003	RAISED PVMT MARKERS TP 2	EA	2,500	\$	\$
888	888-0001	Adjust Manhole Alternate (Major Excavation)	EA	10	\$	\$
888	888-0002	Adjust Water Valve Alternate (Major Excavation)	EA	10	\$	\$
TOTAL BASE BID AMOUNT					\$	

TOTAL BID PRICE:

TOTAL BID PRICE IN WORDS:

ADD ALTERNATE FY2020 MULTI-AXIAL COMPOSITE PAVING GRID INTERLAYER TO CONTRACT AGREEMENT SCOPE OF SERVICES

The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Sandy Springs Director of Public Works or a representative. Unless otherwise specified, all work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

MULTI-AXIAL COMPOSITE PAVING GRID INTERLAYER Road List:

Street Name	From Street	To Street	Pavement Length (ft)	Total Area (yd2)
HAMMOND DR	HARLESTON RD	HILDERBRAND DR	454	1261
HAMMOND DR	HILDERBRAND DR	KAYRON DR	670	1860
HAMMOND DR	KAYRON DR	LORELL TER	1186	3293
HAMMOND DR	LORELL TER	BROOKGREEN RD	99	351
HAMMOND DR	BROOKGREEN RD	HAMMOND DR	558	2481
HAMMOND DR	HAMMOND DR	EOP	320	2061
HAMMOND DR	EOP	GLENRIDGE DR	191	1209
HAMMOND DR	PEACHTREE DUNWOODY RD	HAMMOND DR	1445	13809
HAMMOND DR	PEACHTREE DUNWOODY RD	EOP	1140	9500
		Totals	6063	35825
		Miles	1.15	

FUNCTIONAL SPECIFICATION

PART 1 – GENERAL

1.01 DESCRIPTION

This Section includes specifications for installing the paving interlayer at the locations and to the dimensions shown on the Plans and as directed by the Engineer. The paving interlayer shall be placed on existing asphalt or concrete pavement surfaces and will be overlaid with either hot mix or warm mix asphalt concrete.

As installed, Interlayer must meet the following performance and installation objectives:

1. Form a moisture barrier to protect against moisture intrusion from top down into the granular base or subbase.
2. Provide multi-axial tensile reinforcement which limits elongation in all directions to maximize the delay and reduced severity of reflective cracks.
3. Must be available in up to 12.5foot widths to reduce longitudinal laps.
4. Must result in a compatible, laminated, bonded structure between lifts of HMA.
5. Must be installed with minimal wrinkles, and therefore minimize slitting during installation.

PART 2 – PRODUCT

2.01 MATERIALS

- A. Shall be an engineered multi-axial composite paving grid interlayer constructed of un-coated, multi-directional, continuous strand, high strength fiberglass fibers, mechanically bonded to a non-woven fabric carrier that when properly saturated with hot asphalt binder forms a moisture barrier and provides multi-directional tensile performance conforming to the following test methods and physical properties:

Table 2.01 A – Multi-Axial Composite Paving Grid Nominal Properties

Property	ASTM Test Method	Units	Avg. Roll Value
Tensile Strength @ 0° Tensile Strength @ 90° ¹Tensile Strength @ 45° ¹Tensile Strength @ -45°	D6637 Method A modified¹	lbs/in (kN/m)	459(80)
Elongation at Max Load		%	< 3.0
Melting Point (glass)	D276	°F (°C)	752° (400°)
Asphalt Retention	D6140	gal/yd² (liters/m²)	> .17 (0.8)
Mass per Unit Area	D5261	oz/yd² (g/m²)	16 (452)
Glass by Weight		%	85

Composite Bonding Method		Type	Mechanical
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¹In paving applications, bias angle tensile strength can be a factor in mitigating multi-directional crack propagation. Tested per ASTM D6637 to determine Tensile Strength values of the continuous strand fiberglass filaments.

- B. The composite multi axial paving grid shall conform to all design and nominal performance properties of TenCate MPG4 paving grid, or similar, manufactured in USA as listed above. All other submittals will be rejected unless received along with independent confirmation of the material values and approved by project engineer at least 2 weeks prior to bid date.

2.02 STORAGE

- A. The paving interlayer rolls shall be protected from dust, dirt and the elements. A durable label, indicating manufacturer, product name or style number, roll and lot number, and roll dimensions shall be attached to each roll.
- B. The paving interlayer rolls shall be delivered, stored and handled in a manner to prevent damage and shall be inspected for defects and damage prior to use.
- C. The paving interlayer shall be stored as manufacturer recommends: in a dry covered facility, free from dust, dirt, off the ground, protected from precipitation, ultraviolet radiation, strong chemicals, sparks and flames, sustained temperatures in excess of 71 °C (160°F) and other environmental condition that could cause damage.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION

- A. All areas of base failure shall be removed and replaced to acceptable industry standards.
- B. After the milling operation, repair all failed pavement areas, patch any areas with exposed aggregate base, and patch any localized areas that have elevation differences to achieve a uniform surface prior to the installation of the paving interlayer. Fill all cracks ¼” or greater with approved material.
- C. Immediately prior to placement of the paving interlayer, the pavement surface shall be dry, and cleaned to remove anything that would limit or prevent adhesion E.g., vegetation, dirt, gravel or water.
- D. A leveling or "scratch" course is recommended when road surface is not uniform (with significant elevation differences), and localized patching is not practical. The asphalt mix aggregate size used for the levelling course should be selected to produce a smooth, level surface.
- E. A finish grind (micromill) may be used as an alternative to an asphalt leveling course. After milling, the surface should be patched, and cracks filled where necessary to ensure a uniform surface. The micromill or finish grind should produce a texture depth of no greater than ¼ inch, with a crest spacing of no greater than ¼”. The milled surface will require vacuum and/or mechanical sweeping to remove dust resulting from the milling operation. The application rate of the PG grade asphalt binder shall be increased to ensure complete interlayer saturation and bonding.

3.02 INSTALLATION OF THE PAVING INTERLAYER

A. Asphalt Binder

1. Asphalt Emulsion is NOT acceptable for installing paving interlayers.
2. A PG grade asphalt binder shall be applied to saturate the paving interlayer. The asphalt binder to be used shall be PG67-XX or higher. Sustained ambient temperatures (above 90°) will require a stiffer binder gradation like PG70-XX or higher to reduce the set time and reduce risk of paving interlayer pick-up, or movement under construction traffic.
3. The PG grade binder shall be applied on a clean fine milled surface at a rate of 0.22 gal./SY. The application rate can be adjusted on site as recommended by the paving interlayer manufacturer or as directed by the Engineer, but should never be less than 0.17gal/SY.
4. The PG grade binder shall be applied by a distributor truck in a smooth uniform manner at as low a temperature as is possible to achieve the right application rate, depending on ambient and road surface temperatures and type of PG grade binder used. Target 177 °C (350 °F) or below in most cases. Spray application shall extend four (4) inches wider than width of paving interlayer on lap side (side that is to receive the adjacent roll of product).

B. Installation of the Paving Interlayer

1. The Paving Installer should have no less than 3years of prior experience installing paving mats, composite grids, or paving fabrics.

The following installers are suitably qualified to install the paving Interlayer product:

American Paving Fabrics (Tripp Bishop, 804-441-2818)
Industrial Paving Fabrics (Anthony Goss, 281-794-1339)
Terra Firma (Nathan Snow, 352-796-1039)
EFS (Billy Egan, 770-417-3800)

2. The paving interlayer installer shall have a meeting, no less than 1 week prior to the installation to agree on the scheduling and target quantities for the installation.
3. The paving interlayer shall be installed with a fabric laydown equipment in good working order that can install the paving interlayer without wrinkles. The product can be installed by hand and with the aid of brooms for localized repairs, or if approved by the engineer and by the manufacturer.
4. Paving interlayer should never be installed when it or the pavement surface is wet. If rain is imminent, then reduce the amount of exposed installed paving interlayer material ahead of the paving operation.

5. Paving interlayer to be installed with the glass fiber grid facing down to existing surface.
6. If manual lay-down methods are used, the composite paving grid shall be unrolled, aligned, and placed in increments of approximately thirty (30) feet or as project engineer suggest.
7. The material shall be placed flat and wrinkle-free. The paving interlayer installation may require additional hand brooming as necessary to eliminate ripples that may occur during installation. If a wrinkle is more than 1" high, the wrinkle shall be cut and lapped in the direction of paving.
8. To ease installations around sharp curves, the paving interlayer can be placed in shortened lengths.
9. Paving interlayer shall be lapped two (2) to four (4) inches longitudinally and two (2) to four (4) inches transversely. Transverse laps shall be in the direction of the asphalt concrete overlay placement ensuring hot asphalt binder is placed under the overlap.
10. Turning of construction equipment shall be gradual and kept to a minimum to avoid damage to the paving interlayer. If excessive heat, overspray, or turning cannot be eliminated then spreading small quantities of HMA or clean blotting sand onto the interlayer may be required in the affected area. Excess blotting sand shall be removed before installing HMA over the interlayer.
11. Minimize the number of asphalt trucks on the installed paving interlayer to two at any one time, one feeding the paver, and one other. Parking on the installed paving interlayer for extended periods could cause damage to the paving interlayer.
12. Minimum compacted HMA overlay thickness recommended is 1.5".
13. The asphalt paving machine should be a rubber track paver, due to the vertical grades and due to the restricted widths.
14. In the event of rain, where the paving interlayer has already been installed, and cannot be paved over before the rain arrives, then a pneumatic tire roller should be deployed on the installed fabric to attempt to seat the fabric within the tack. This will minimize the amount of downtime following the rainfall event, should the fabric become saturated with rain.

3.03 WORKMANSHIP AND QUALITY CONTROL

A. PAVING INTERLAYER INSTALLATION QUALITY CONTROL

1. Daily, the paving interlayer installation contractor should keep records that certify that the paving interlayer was installed per the plans and specifications and confirm, by weight tickets and measuring asphalt used, that the hot asphalt binder usage equates to the specified amount for proper interlayer saturation and bonding.
2. Hot asphalt binder application rate shall not be reduced without the Project Engineer's approval.

3. Certificate of compliance from the asphalt binder supplier shall be provided for each load of hot asphalt binder delivered to the jobsite, showing the type and quality of material delivered.
4. QA/QC inspection is at the discretion of the Project Engineer. The Project Engineer can choose to implement any or all the following:
 - a. Self-inspecting.
 - b. Requesting the interlayer Manufacturer's Technical Representative be present for the start of the project.
 - c. Using an independent 3rd party, approved by the project engineer, to inspect the installation and paid for by the installing contractor as a separate line item.
5. The paving interlayer installation contractor shall give sufficient notice of planned work schedule such that proper inspection of workmanship is accomplished.
6. Paving contractor to schedule with inspector and agree that no work shall be done without the QA/QC inspector on-site or as determined by the project engineer.

B. MEASUREMENT AND PAYMENT

Payment for the installed paving interlayer shall be measured and paid for at the contract unit bid price per square foot or square yard, and shall include full compensation for furnishing all labor, overlaps, tools equipment and incidentals for doing all the work involved in placement of the paving interlayer.

A pre bid call/meeting should be arranged with the preferred installer and manufacturer of the interlayer to ensure all aspects of the installation, and how it affects the paving operation and the responsibilities of all parties are agreed to and discussed This is deemed necessary as this will be the first installation in Sandy Springs.

Payment for the hot asphalt binder application shall be by the ton and shall include all labor, materials and equipment necessary to apply the hot asphalt binder.

Under Section 1.01 DESCRIPTION:

As installed, Interlayer must meet the following performance objectives:

1. Form a moisture barrier to protect against moisture intrusion from top down into base.
2. Provide multi-axial tensile reinforcement which limits elongation in all directions to maximize the delay and reduced severity of reflective cracks.
3. Must be available in up to 12.5 foot widths to reduce longitudinal laps.
4. Must result in a compatible, laminated, bonded structure between lifts of HMA.

Under Section 2.01 MATERIALS:

To achieve #2 above, include specific testing to determine the materials Multi-Axial capability.

1. In addition to machine direction and cross machine direction, material must be tested on the bias angle per ASTM D6637 modified to confirm limited elongation in all directions to engage tensile for maximum delay and reduced severity of reflective cracks.

Under Section 3.03 WORKMANSHIP AND QUALITY CONTROL: A. PAVING INTERLAYER

INSTALLATION QUALITY CONTROL

1. QA/QC inspection is at the discretion of the project engineer. a.

Self-inspecting

- b. Requesting the interlayer Manufacturer's Technical Representative be present
 - c. Using an independent 3rd party, approved by the project engineer to inspect installation and paid for by the installing contractor as a separate line item.
2. The installing contractor shall give sufficient notice of planned work schedule such that proper inspection of workmanship is accomplished.
 3. Contractor to schedule with inspector and no work shall be done without the QA/QC inspector on-site or as determined by the project engineer.
 4. Daily, contractor to certify that interlayer was installed per plans and specifications and confirm, by weight tickets and measuring asphalt used, that the hot asphalt binder usage equates to the specified amount for proper interlayer saturation and bonding.

BID SCHEDULE

ADD ALTERNATE FY2020 MULTI-AXIAL COMPOSITE PAVING GRID INTERLAYER

L.I.N.	Pay Item	Descripti	Unit	QTY	Unit Price	Total Price
1	150-1000	TRAFFIC CONTROL	LS	1	\$	\$
25	413-1000	Tack	GL	7,600	\$	\$
3	000-0001	Paving Interlayer	SY	38,000	\$	\$
TOTAL BASE BID AMOUNT					\$	

TOTAL BID PRICE:

TOTAL BID PRICE IN WORDS:

TOTAL BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

TOTAL BID PRICE: _____

TOTAL BID PRICE IN WORDS: _____

COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINT / TYPE NAME: _____

EVERIFY AFFIDAVIT

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

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 Sandy Springs 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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____



SANDY SPRINGS™
GEORGIA

SAMPLE

CONTRACT AGREEMENT

For

**FY2020 & FY2021 CIP LMIG RESURFACING
("Project")**

Between

**CITY OF SANDY SPRINGS, GEORGIA
("City")**

and

("Contractor")

ITB: 20-052

TABLE OF CONTENTS

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

- 1.1 The Contract
- 1.2 The Contract Documents
- 1.3 Entire Agreement
- 1.4 Subletting, Assignment, or Transfer
- 1.5 No Privity with Others
- 1.6 Intent and Interpretation
- 1.7 Ownership of Contract Documents
- 1.8 Hierarchy of Contract Documents

ARTICLE II

THE WORK

- 2.1 Contractor Responsibility
- 2.2 "Work" Defined
- 2.3 Review of Work
- 2.4 Workday and Restrictions, Suspension and Interruption

ARTICLE III

CONTRACT TIME

- 3.1 Time and Liquidated Damages
- 3.2 Substantial Completion
- 3.3 Time is of the Essence

ARTICLE IV

CONTRACT PRICE

- 4.1 The Contract Price

ARTICLE V

PAYMENT OF THE CONTRACT PRICES

- 5.1 Bid Schedule
- 5.2 Payment Procedure
- 5.3 Withheld Payment
- 5.4 Punch List
- 5.5 Completion and Final Payment

ARTICLE VI

THE CITY

- 6.1 City Responsibility
- 6.2 Right to Stop Work
- 6.3 City's Right to Carry Out Work

ARTICLE VII

THE CONTRACTOR

- 7.1 Duties with Respect to Documents
- 7.2 Manner of Performance
- 7.3 Supervision
- 7.4 Compliance
- 7.5 Warranty
- 7.6 Permits, Inspections, Fees and Licenses
- 7.7 Supervision
- 7.8 Schedules
- 7.9 Contract to be Maintained at Project Site
- 7.10 Shop Drawings, Product Data and Samples
- 7.11 Cleaning the Project Site and the Project
- 7.12 Access to Work
- 7.13 Indemnity
- 7.14 Means, Methods, Techniques, Sequences, Procedures and Safety
- 7.15 Separate Contracts
- 7.16 Maintenance of Contract Cost Records

ARTICLE VIII

CONTRACT ADMINISTRATION

- 8.1 Claims by the Contractor

ARTICLE IX

SUBCONTRACTORS

- 9.1 Definition
- 9.2 Award of Subcontracts

ARTICLE X

CHANGES IN THE WORK

- 10.1 Changes Permitted
- 10.2 Change Order Defined
- 10.3 Changes in the Contract Price
- 10.4 Effect of Executed Change Order
- 10.5 Notice to Surety; Consent

ARTICLE XI

UNCOVERING AND CORRECTING WORK

- 11.1 Uncovering Work
- 11.2 Correcting Work
- 11.3 City May Accept Defective or Nonconforming Work

ARTICLE XII

CONTRACT TERMINATION

- 12.1 Termination by the Contractor
- 12.2 Termination by the City

ARTICLE XIII

INSURANCE

- 13.1 Insurance Requirements

ARTICLE XIV

DISPUTES

- 14.1 Mediation

ARTICLE XV

INDEPENDENT CONTRACTOR

- 15.1 Relationship between Contractor and City

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

- 16.1 Warranty by Contractor

ARTICLE XVII

MISCELLANEOUS

- 17.1 Governing Law
- 17.2 Successors and Assigns
- 17.3 Notices

EXHIBITS

- EXHIBIT A SCOPE OF SERVICES
- EXHIBIT B BID SCHEDULE
- EXHIBIT C BID PRICE CERTIFICATION
- EXHIBIT D NOTICE TO CONTRACTORS - COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT
- EXHIBIT E CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE
- EXHIBIT F CERTIFICATION OF CONTRACTOR GEORGIA SECURITY
AND IMMIGRATION COMPLIANCE ACT
- EXHIBIT G INSURANCE REQUIREMENTS
- EXHIBIT H SPECIAL PROVISIONS
- EXHIBIT I NOTICE TO CONTRACTORS COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS
- EXHIBIT J AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION
- EXHIBIT K CONTRACTOR AND SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)
- EXHIBIT L CORPORATE CERTIFICATE
- EXHIBIT M ADDENDUMS

CONTRACT AGREEMENT

This Agreement is made by and between the **FY2020 & FY2021 CIP LMIG RESURFACING**, a political subdivision of the State of Georgia (hereinafter referred to as the City) and _____ (hereinafter referred to as the Contractor) under seal for construction of the **FY2020 & FY2021 CIP LMIG RESURFACING** (hereinafter referred to as the Project);

WHEREAS, the Contractor desires to enter into this Agreement for construction of the Project and has represented to the City that it is qualified and experienced to provide such services necessary for construction of the Project (the City requires that the Contractor comply with all federal, state and local legal requirements imposed on the Project as the result of federal funding and the City has relied on such representation);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Contractor and the City as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, General Conditions, Special Provisions, the Technical Specifications, the Drawings and Plans, Bidding Documents, all Change Orders and Field Orders issued hereafter, the base bid made by the Contractor in response to the City's Request for Quote No. 20-047 (the "Bid"), and any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form a part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project.

1.4 Subletting, Assignment, or Transfer

1.4.1 It is understood by the parties to this Agreement that the Work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the City.

1.4.2 The City reserves the right to review all subcontracts prepared in connection with the Agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with Subcontractor cost estimates for the City's review and written concurrence in advance of their execution.

1.4.3 All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

1.5 No Privity with Others

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.6 Intent and Interpretation

1.6.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price, as hereinafter defined.

1.6.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.6.4 The words include, includes, or including, as used in this Contract, shall be deemed to be followed by the phrase, without limitation.

1.6.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.6.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the City of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE DOCUMENTS FOR THE PROJECT, INCLUDING THE DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.6.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.7 Ownership of Contract Documents

1.7.1 The Contractor may be provided, have access to or become aware of the City's Confidential Information including the City's strategic plans, employee data, customer data and other technical and business information of the City (collectively referred to as the "Confidential Information"). The term Confidential Information includes the deliverables as well as all information generated by the Contractor that contains, references or is derived from the Confidential Information and the Services including, without limitation, the Contractor's summaries, analysis, extracts, working papers and notes relating to the Services and the Deliverables (referred to as the "Working Papers"). The Contractor agrees not to disclose the Confidential Information to third parties without the prior written approval of the City and not to make use of the Confidential Information other than as needed to perform the Services. The Contractor further agrees that it will only disclose the Confidential Information to its personnel on a need-to-know basis solely for the performance of the Services and will protect the Confidential Information with the same degree of care that the Contractor uses to protect its own confidential information, but no less than reasonable care or as the various laws may require or impose.

All Confidential Information as well as other documents, data and information provided to the Contractor by the City is and will remain the property of the City to the extent that it was the property of the City at the time it was provided to the Contractor.

All Confidential Information shall be returned to the City by the Contractor within five (5) business days of the completion of the Services under this Contract. The Contractor will keep no copies of the Confidential Information except that the Contractor may retain one copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by the City, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for one copy of the Working Papers) have been delivered to the City or destroyed.

The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.8 Hierarchy of Contract Documents

1.8.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract Agreement and General and the specifications, the requirements of the Contract Agreement shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the City in writing by the Contractor.

ARTICLE II

THE WORK

2.1 Contractor Responsibility

2.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 "Work" Defined

2.2.1 The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described in Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein.

2.3 Review of Work

2.3.1 Authorized representatives of the City and affected state or federal agencies may at all reasonable times review and inspect the activities and data collected under the terms of the Contract and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City.

2.4 Workday and Restrictions, Suspension and Interruption

2.4.1 Normal workday for the Work shall be from 8:00 A.M. to 5:00 P.M. and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No work will be allowed on national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

2.5 Work to be Performed by the Prime Contract

2.5.1 Tasks constituting of at least fifty-one percent (51%) of the value of this contract must be performed directly by the prime contractor and shall not be sub-contracted to other firms.

2.5.2 The Contractor shall identify which tasks shall be self-performed.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than sixty (60) Calendar Days, in accordance with the Contract Documents. The **sixty (60) calendar days** from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

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

3.2 Substantial Completion

3.2.1 Substantial Completion shall mean the stage of the work when Sandy Springs has determined all pay items are sufficiently complete allowing the newly constructed facilities to be used for their intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.3 Time is of the Essence

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

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The total contract amount for the Project (the "Contract Price") shall be as set forth in the bid schedule ("Bid Schedule") attached hereto as EXHIBIT B, BID SCHEDULE and incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The total contract amount shall be certified by the Bid Price Certification ("Bid Price Certification") attached hereto as EXHIBIT C, BID PRICE CERTIFICATION and incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The Contract Price shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Bid Schedule

5.1.1 The Contractor shall invoice and be paid pursuant to the Bid Schedule contained in the Contract Documents.

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 Based upon the Contractor's invoices for payment submitted to the City, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 5th day of each month after commencement of the Work, the Contractor shall submit an invoice for Work satisfactorily completed as evaluated by an inspector representing the City pursuant to the Bid Schedule. The invoice shall be in such form and manner, and with such supporting data and content, as the City may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated into the Work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the City) for subsequent incorporation into the Work, less the total amount of previous payments received from the City. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the City, that the City has title to such materials and equipment and shall include proof of required insurance. Such invoice shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Work, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the invoice and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following receipt of each invoice. The amount of each partial payment shall be the amount approved for payment less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The City shall not be precluded from the exercise of any of its rights as set forth in Paragraph 5.3 herein below; PROVIDED, HOWEVER, that when fifty (50) percent of the Contract value, including Change Orders and other additions to the Contract value, provided for by the Contract Documents is due, and the manner of completion of the Contract Work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City, and with the approval of the Contractor, the retainage of any Subcontractor may be released separately as the Subcontractor completes its Work. If, however, after discontinuing the retention, the City determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the City, the Contractor and Subcontractors shall be entitled to resume withholding retainage accordingly. The rights of the City set forth herein to retainage are in addition to all of the other rights and remedies of the City set forth in this Agreement.

5.2.4 The Contractor warrants that upon submittal of an invoice, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, unlikely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Punch List

5.4.1 When the Contractor believes that the Work is substantially complete, the Contractor shall so notify the City in writing. If the City deems the work is substantially complete, the City shall make a preliminary final inspection of the Project and shall submit to the Contractor a list of items to be completed or corrected (the "Punch List"). The Contractor shall complete all items on the Punch List within twenty-one (21) calendar days from the date of issuance of the Punch List by the City. If the Contractor is already in liquidated damages, as herein provided, prior to beginning the Punch List, then liquidated damages will be postponed for the twenty-one (21) calendar days. Once the twenty-one (21) calendar days expire, then liquidated damages will

continue to accrue. In any case, once the twenty-one (21) calendar days expire after the Punch List is submitted to the Contractor, then liquidated damages will be assessed.

5.5 Completion and Final Payment

5.5.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Contractor is entitled to the remainder of the unpaid Contract Price as hereinafter provided in Subparagraph 5.5.3. Guarantees required by the Contract shall commence on the date of final completion of the Work.

5.5.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the City, the Contractor shall pay the City the sum of \$ 500.00 per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be delayed without excuse, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.5.2 The Contractor shall not be entitled to final payment unless and until it submits to the City all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 Upon a determination by an inspector representing the City that the Work is complete in full accordance with this Contract, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the City for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

The City shall make final payment of all sums due the Contractor within thirty (30) days of final completion of the Project as determined by an inspector representing the City.

5.5.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 City Responsibility

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 City's Right to Carry Out Work

6.3.1 If the City determines to order the Contractor to stop the Work under the provisions of Paragraph 6.2, the City shall provide notice to the Contractor and the Contractor's surety under the performance bond that they have seven (7) days to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected and provide the City with a plan to remedy the cause of such Work stoppage. If the Contractor and the surety fail within seven (7) days of such Work stoppage to provide such assurance, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the remedies necessary to eliminate or correct the cause of such Work stoppage. Upon proceeding to perform or cause to be performed any corrective actions, the City shall provide notice to the Contractor and the surety of action being taken by the City. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor and the surety shall be responsible for paying the difference to the City.

ARTICLE VII

THE CONTRACTOR

7.1 Duties with Respect to Documents

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.6.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Manner of Performance

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 Supervision

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Compliance

7.4.1 Equal Employment Opportunity

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7.4.2 The Contractor's performance of the Work shall comply with all applicable federal and state legal requirements.

7.4.3 The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT D, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

7.4.4 The Contractor shall certify that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, in the form attached hereto as EXHIBIT E, CERTIFICATION OF SPONSOR - DRUG-FREE WORKPLACE, and incorporated herein.

7.4.5 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of EXHIBIT F, CERTIFICATION OF CONTRACTOR – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein. Pursuant to the certification, Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>

7.4.6 The Contractor shall comply with and shall require its Subcontractors to comply with Section 25-9-1, et seq. of the Georgia Code Annotated, "Georgia Utility Facility Protection Act", CALL BEFORE YOU DIG 1-800-282-7411.

7.4.7 The Contractor shall comply with and shall cause its Subcontractors to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

7.4.8 The Contractor shall comply with and shall cause its Subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor Regulations (29 CFR, Part 3).

7.4.9 The Contractor acknowledges and agrees that the failure to complete appropriate certifications or the submission of a false certification as required herein shall result in the termination of this Agreement as provided in Article XII herein.

7.5 Warranty

7.5.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Unless otherwise specified in this Contract, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's rights under any warranty or guarantee. The Contractor shall remedy all defects in the Work and pay for damage to the Work and/or to other City property resulting from defective Work, which shall appear within a minimum period of one (1) year from the date of acceptance of the Work under this Contract, unless a longer period is specified. The two (2) year warranty period shall begin after any repairs are performed, if needed.

7.6 Permits, Inspections, Fees and Licenses

Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.7 Supervision

7.7.1 The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the Project Site and shall be authorized to receive and accept any and all communications from the City.

7.8 Schedules

7.8.1 The Contractor shall submit to the City on a weekly basis a Schedule of Work to be performed for the next two (2) weeks. The Schedule of Work must be delivered to the City each Thursday no later than 12:00 noon. The Contractor's Schedule of Work shall be prepared in such form, with such detail, and supported by such data as the City may require. The City reserves the right to prohibit Work on any section of the Project not included in the weekly Schedule of Work. The Schedule of Work must accurately represent the intended Work and cannot be vague or broad, such as listing all Work in the Contract. The violation of this provision

by the Contractor shall constitute a material breach of this Contract. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.9 Contract to be Maintained at Project Site

The Contractor shall continuously maintain at the Project Site, for the benefit of the City, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the Project Site for the City the approved shop drawings, product data, samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.10 Shop Drawings, Product Data and Samples

7.10.1 Shop drawings, product data, samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.10.2 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the City. Approval by the City, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.11 Cleaning the Project Site and the Project

7.11.1 The Contractor shall keep the Project Site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the Project Site and the Project and remove all waste, together with all of the Contractor's property from the Project Site.

7.12 Access to Work

7.12.1 Access to the Work shall be given to the City and any affected state or federal agency requiring access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.13 Indemnity

7.13.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its boards, officials, directors, officers, employees, representatives, agents, and volunteers from and against all liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.13.2 In claims against any person or entity indemnified under this Paragraph 7.13 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they

may be liable, the indemnification obligation under this Paragraph 7.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13.3 The Contractor shall ensure that the provisions of this Paragraph 7.13 are included in all contracts and subcontracts for the performance of Work under this Agreement.

7.14 Means, Methods, Techniques, Sequences, Procedures and Safety

7.14.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents. The Contractor shall confine its apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restrictions of the City, and shall not unreasonably encumber the premises with its materials or supplies.

The Contractor shall adequately protect its own property from damage, will protect the City's property from damage or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor shall take all precautions for the safety of employees, and shall comply with all applicable provisions of Federal, State and local safety laws, building codes and any restrictions of the City to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

The Contractor shall erect and properly maintain at all times as required by the conditions, service and work, all necessary safeguards for the protection of its employees, the Contractor's employees, and the public, and shall post signs warning against potential hazards.

7.15 Separate Contracts

7.15.1 The City reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the City and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the City or other contractors.

7.16 Maintenance of Contract Cost Records

7.16.1 The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its Bid and shall make such material available at all reasonable times during the period of the Contract, and for three (3) years from the date of final payment under the Contract, for inspection by any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Subparagraph shall be included in any agreement it may make with any Subcontractor, assignee, or transferee.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Claims by the Contractor

8.1.1 All Contractor claims shall be initiated by written notice and claim to the City. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order executed by the City and the Contractor.

8.1.3 **Claims for Concealed and Unknown Conditions** -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.1.4 **Claims for Additional Costs** -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.1.4.1 In connection with any claim by the Contractor against the City for completion in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.1.5 **Claims for Additional Time** -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.1.6 Extension of Contract Time for Unusually Adverse Weather Conditions Not Reasonably Anticipated

8.1.6.1 Pursuant to the provisions of Subparagraph 8.1.5 of the Contract Agreement, the Contract Time may be extended upon written notice and claim of the Contractor to the City as set forth in such Subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

Furthermore, in addition to the notice requirements set forth in the aforesaid Subparagraph 8.1.5, the

Contractor agrees that it shall provide written notice to the City on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the City is a condition precedent to the submission of any claim for an extension of time as provided by Subparagraph 8.1.5. Furthermore, as required by Subparagraph 8.1.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the City may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of Subparagraph 8.1.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

9.2.3 All subcontracts shall comply with the requirements of Paragraph 7.4 above.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract

Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order.

10.3.2 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the City's inspection. If such Work strictly conforms with the provisions of this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with the provisions of this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting

such rejected Work, including any additional testing and inspections, and reimbursement to the City for services and expenses made necessary thereby, if any.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and final completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 City May Accept Defective or Nonconforming Work

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of sixty (60) days by an order of any court or other public authority, or as a result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

- (a) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor an amount derived in accordance with sub-paragraph (c) below.
- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 **For Cause**

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor and the surety, without prejudice to any other right or remedy, terminate the employment of the

Contractor and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may proceed to carry out the remedies necessary to finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Insurance Requirements

13.1.1 Prior to beginning Work on the Project, the Contractor shall procure and maintain for the duration of this Contract, and for one (1) years thereafter, at its sole cost and expense such insurance as will fully protect it and the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such services and work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater. See EXHIBIT G, INSURANCE REQUIREMENTS attached hereto and incorporated herein.

13.1.2 All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

13.1.3 If the City has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by the Contractor, the City will notify the Contractor thereof within twenty (20) days of the date of delivery of such certificates to the City.

13.1.4 The Contractor shall provide to the City such additional information in respect of insurance provided by it as the City may reasonably request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

13.1.5 The Contractor agrees to require its Subcontractors to obtain insurance complying with the requirements the requirements of the Contract Documents.

ARTICLE XIV

DISPUTES

14.1 Disputes

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

ARTICLE XV

INDEPENDENT CONTRACTOR

15.1 Relationship between Contractor and City

15.1.1 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City. Inasmuch as the City and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee or agent of the Contractor to do so, without specific prior written authorization from the City, and then only for the limited purpose stated in such authorization.

15.1.2 The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the City without the express knowledge and prior written authorization of the City.

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

16.1 Warranty by Contractor

16.1.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of the City.

16.1.2 For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE XVII

MISCELLANEOUS

17.1 Governing Law

17.1.1 The Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

17.2 Successors and Assigns

17.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17.3 Notices

If to the City:

Andrea Surratt, Interim City Manager
1 Galambos Way
Sandy Springs, Georgia 30350

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30350

If to Contractor:

Contractor Contact, Title
Address
City, State Zip

With copies to:

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, Interim City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney

CONTRACTOR

Date of Execution

By: _____
Name:

(Typed or printed name)

Title

ATTEST:

By: _____
Secretary for Corporation

(SEAL)

Witness

Executed in originals of one

**EXHIBIT A
TO CONTRACT AGREEMENT
SCOPE OF SERVICES**

**EXHIBIT B
TO CONTRACT AGREEMENT
BID SCHEDULE**

**EXHIBIT C
TO CONTRACT AGREEMENT
TOTAL BID PRICE CERTIFICATION**

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

TOTAL BID PRICE: _____

TOTAL BID PRICE IN WORDS: _____

COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINT / TYPE NAME: _____

**EXHIBIT D
TO CONTRACT AGREEMENT
NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
 4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT E
TO CONTRACT AGREEMENT
CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

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

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

**EXHIBIT F
TO CONTRACT AGREEMENT
CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

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

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____
Title: _____

**EXHIBIT G
TO CONTRACT AGREEMENT
INSURANCE REQUIREMENTS**

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

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If

the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 1 Galambos Way, Sandy Springs, Georgia 30328.

**EXHIBIT H
TO CONTRACT AGREEMENT
SPECIAL PROVISIONS
Not Applicable**

**EXHIBIT I
TO CONTRACT AGREEMENT
NOTICE TO CONTRACTORS
COMPLIANCE WITH ELECTRICAL SAFETY PROVISIONS
(Bidder to sign and return)**

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

- (1) The provisions of Section 46-3-30 of the Official Code of Georgia Annotated, relating to the “High Voltage Safety Act” will be complied with in full; and
- (2) The provisions of OSHA 29CFR1910.333(c) relating to work near high voltage power lines; and
- (3) The provisions of Part 4 of the National Electrical Safety Code.
- (3) The Contractor shall be required to ensure that each subcontractor hired is in compliance with the provisions listed above.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

**EXHIBIT J
TO CONTRACT AGREEMENT
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION**

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

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

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

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

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 K
TO CONTRACT AGREEMENT
EVERIFY AFFIDAVIT**

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

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 Sandy Springs 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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC

My Commission Expires: _____

**EXHIBIT L
TO CONTRACT AGREEMENT
CORPORATE CERTIFICATE**

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of ___ Georgia _____.

This _____ day of _____, 2020.

(Seal)

(Signature)

**EXHIBIT M
TO CONTRACT AGREEMENT
ADDENDUMS**