

**Town of Bethlehem, Georgia**  
 City Hall, 750 Manger Ave, Bethlehem, GA 30620  
*April 1, 2026*

**ADVERTISEMENT FOR BIDS**  
**INVITATION TO BID NUMBER 26-01**  
**2026 MUNICIPAL STREET WORK BETHLEHEM, GEORGIA**

<b>Mayor</b>	<b>Chris Lelle</b>
<b>Email:</b>	<a href="mailto:mayor@bethlehemga.org">mayor@bethlehemga.org</a>
<b>Deadline for Submission of Questions:</b>	<b>3:00 P.M. ET, May 1, 2026</b>
<b>Deadline for Submission of Bids:</b>	<b>3:00 P.M. ET, May 15, 2026</b>
<b>Public Opening of Bids:</b>	<b>3:00 P.M. ET, May 15, 2026</b>

<b>FIRM'S NAME AND ADDRESS:</b> (Street, City, State and Zip Code. Type or print):   Federal Tax ID No. _____ ARE YOU A GEORGIA FIRM?    Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>CONTACT INFORMATION</b>  <b>Phone:</b>   <b>E-mail:</b>  
<b>SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE:</b>	<b>SIGNER'S NAME AND TITLE (Type of Print):</b>

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE TOWN OF BETHLEHEM ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE BIDDER'S RESPONSIBILITY.**

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## **ADVERTISEMENT FOR BIDS**

### **INVITATION TO BID NUMBER 26-01 2026 MUNICIPAL STREET WORK**

#### **BETHLEHEM, GEORGIA**

Sealed Bids will be received by the Town of Bethlehem, at City Hall, 750 Manger Avenue, Bethlehem, GA 30620, until 3:00 P.M. ET on the 15<sup>th</sup> day of May, 2026, for furnishing all labor, materials, equipment, and all things necessary pursuant to Invitation to Bid No. 26-01 2024 Municipal Street Work (“the Project”). Bid Opening shall be at 3:00 p.m. on the same date.

**SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS) AND ONE (1) ELECONTRONIC COPY ON A USB DRIVE IN A SEALED ENVELOPE TO THE ADDRESS LISTED ABOVE.**

Bids will be considered only from experienced and well-equipped contractors.

#### **QUESTIONS**

All questions concerning the Project and requests for information or clarification of the ITB must be submitted to the Mayor of Bethlehem in writing via email to Mayor Chris Lelle, at [mayor@bethlehemga.org](mailto:mayor@bethlehemga.org) Questions must be submitted no later than the date and time listed in the bid timetable. Questions submitted after the deadline or submitted to anyone other than the listed contact person will not receive a response or be the subject of addenda.

**THE TOWN RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES IN BIDDING, AND TO RE-ADVERTISE.**

This 1<sup>st</sup> day of April, 2026. By:

**Hon. Chris Lelle  
Mayor of Bethlehem**

## **INSTRUCTIONS TO BIDDERS**

### **GENERAL**

Sealed Bids will be received by the Town of Bethlehem, Office of the Mayor, at City Hall, 750 Manger Avenue, Bethlehem, GA 30620, until 3:00 P.M. ET on the 15<sup>th</sup> day of May, 2026, for ITB No. 26-01 Municipal Street Work as outlined in the project list attached hereto as Exhibit III. Timely submitted Bids shall be opened and read aloud at 3:00 P.M. ET on the same date. Sealed Bids shall be submitted on the form furnished by the Town.

**SUBMIT ONE ORIGINAL BID PACKAGE (INCLUSIVE OF THE ENTIRE INVITATION TO BID DOCUMENT AND REQUIRED DOCUMENTS) AND ONE (1) ELECONTRONIC COPY ON A FLASH DRIVE IN A SEALED ENVELOPE TO THE ADDRESS LISTED ABOVE.**

Bids will be considered only from experienced and well-equipped contractors. Prior to beginning construction, the successful Bidder will file with the Town a Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, with the terms and surety to be approved by the Town; and furnish satisfactory proof of coverage of the insurance required.

### **SUBMITTING BIDS**

Bids must be submitted on the proper unaltered forms and addressed to the Town of Bethlehem, Office of the Mayor, 750 Manger Avenue, Bethlehem, GA 30620, sealed, dated, and enclosed in an envelope or package appropriately and marked on the outside with the name of the Bidder, the date and hour of opening, and the Invitation to Bid Number and Project Name.

It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located at City Hall shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to the deadline. Late submissions, regardless of reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone, fax, or emailed bids will not be accepted.

## **BUSINESS LICENSE**

Bidders shall submit a copy of their current, valid business license with its Bid or upon award. If the Bidder is a Georgia corporation, Bidder shall submit a valid county or city business license. If Bidder is a joint venture, Bidder shall submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by their home jurisdiction. If Bidder holds a professional license, then Bidder shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the proposed Bid being deemed non-responsive.

## **UTILITY SYSTEMS CONTRACTOR'S LICENSE AND UTILITY MANAGER'S CERTIFICATE**

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of their or their subcontractor's Georgia Utility Systems Contractor's License AND Utility Manager's Certificate with their Bid. All licenses and certificates must be issued in the name of the person or entity that will perform the utility work. If a subcontractor's Georgia Utility Systems Contractor's License is submitted with the Bid, the subcontractor must be listed as such on the Bidder's Unit Price Form. All licenses and certificates must be current, valid, and issued in compliance with applicable law. Failure to provide this license and necessary certificates in this format will result in the proposed Bid being deemed non-responsive.

## **QUESTIONS, ADDENDA, AND INTERPRETATION**

Questions must be submitted to the Office of the Mayor in writing via email to [mayor@bethlehemga.org](mailto:mayor@bethlehemga.org). Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda. **No responses to requests or answers to specification questions shall be acknowledged after May 1, 2026 at 4:00 P.M. ET.**

### **ACKNOWLEDGMENT OF ADDENDA**

Addenda may be issued in response to changes in the Invitation to Bid. Addenda must be acknowledged by signing and returning the Addendum Acknowledgement with the Bid. Failure to properly acknowledge any addendum may result in the proposed Bid being deemed non-responsive. Bidder may send an email to Mayor Chris Lelle at [mayor@bethlehemga.org](mailto:mayor@bethlehemga.org) to verify the number of addenda prior to submission. All addenda issued for this Project may be found on the Town's website, [www.bethlehemga.org](http://www.bethlehemga.org).

### **AUTHORITY TO SIGN**

If a Bid is submitted by an individual, their name and mailing address must be shown. If submitted by a corporation, partnership, or joint venture, the name and physical mailing address of each member of the corporation, partnership, or joint venture must be shown. If submitted by a corporation, the Certificate of Corporate Bidder in the form attached to the Bid Document Package must be executed and submitted with the Bid. If submitted by a joint venture, the Certificate of Authority – Joint Venture in the form attached to the Bid Document Package must be executed and submitted with the Bid. A post office box is not acceptable as a physical mailing address. The legal and proper name of the proprietorship, corporation, or partnership submitting the Bid shall be printed or typed in the space provided on the Certificate of Corporate Bidder.

### **BID BOND TO ACCOMPANY BID**

Each Bid must be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the amount of the Bid. A Bid Bond form is provided in the Bid Document Package. The Bid Bond shall be issued by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better.

### **VALID INSURANCE, BONDS, LICENSES, PERMITS, AND CERTIFICATES**

Bidder shall ensure that any bond, bid bond, payment bond, performance bond, insurance, license, permit, or certificate submitted in response to this Invitation to Bid or as part of the Contract for this Project shall be current and valid when submitted, and shall remain valid, current, and maintained in good standing for the Contract Term.

## **RIGHTS RESERVED**

The Town reserves the right to reject any or all Bids, to waive informalities, and to re-advertise. The Town reserves the right to decide which Bid will be deemed lowest, responsive, and responsible. For consideration as a responsible Bidder, the proposed Bidder shall, among other qualifications, demonstrate in its Bid that it has been the general contractor engaged in construction and successful completion of facilities of similar character and magnitude for at least three (3) years, and shall demonstrate the financial ability to perform the required Work. Bidder may be required to submit evidence setting forth qualifications which entitle them to consideration as a responsible Bidder. A list of work of similar character successfully completed within the last three (3) years may be required as set forth in the Invitation to Bid giving the location and size of each project. Bidder shall complete the Reference and Release Form attached to the Bidder Document Package. In addition, the Bidder shall submit upon request by the Town, a list of equipment available for use on this Work with its Bid. Any additions, conditions, limitations, or provisions attached to the Bid shall render it informal and will be cause for rejection as non-responsive. Except as provided in O.C.G.A. §§ 13-10-22 and 13-10-23, a Bid may not be revoked or withdrawn until 60 days after the time set for bid opening.

## **AWARD OF CONTRACT**

The Contract, if awarded, will be awarded to that responsible Bidder whose responsive Bid will be most advantageous to the Town, price and other factors considered. The Town is entitled to make the determination in its sole discretion. The Contract between the Town and the Contractor shall be executed in the form attached to the Bid Document Package as Exhibit I and shall form a binding contract between the contracting parties. A Performance Bond and a Payment Bond, each equal to 100% of the Contract Price, must be provided by the successful Bidder, issued in proper form by a surety company licensed to write bonds in the State of Georgia, listed in the most current

U.S. Treasury Circular No. 570, and which has a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-2 and §36-91-21 *et seq.*

### **FAILURE TO EXECUTE CONTRACT**

The Town shall have sixty (60) days after the time set for openings of Bids to notify a Bidder of the Town's acceptance of the Bid and its intent to award the Contract to such Bidder. If the Town so notifies a Bidder and the Bidder fails to enter into the Contract in the form attached to the Bid Document Package as Exhibit I within ten (10) days of receiving such notice, or fails within that time to provide the required Payment and Performance Bonds and proof of required insurance, the amount of the Bid Bond or other Bid Guarantee shall be paid over to the Town as liquidated damages. The acceptance of the payment of the Bid Bond shall not operate to bar any claim the Town might otherwise have against the Bidder, and the Town shall be authorized to pursue any claim against the Bidder for failure to consummate the Contract as may be authorized by law.

### **TIME AND LIQUIDATED DAMAGES**

Construction must begin within ten (10) days from the date the Contractor acknowledges receipt of the Notice to Proceed, by signing and inserting the acknowledgement date on the Notice to Proceed. Contractor shall fully complete the Work within one hundred eighty (180) days from and including the acknowledgement date. For failure to complete the Work within this period, the Contractor shall pay the Town liquidated damages in the amount specified in Exhibit II, Minimum Technical Specifications for each day in excess of the Contract Time unless an extension of the Contract Time has been obtained by Change Order, as defined in the Contract, prior to the expiration of the Contract Term as defined in the Contract.

### **LOCATIONS AND SITE**

The site of the proposed Work is at the stated location(s) within Bethlehem, Georgia. By submitting a Bid, the Bidder accepts the site in its present condition and agrees, if awarded the Contract, to carry out all Work in accordance with the requirements of the Contract, the Specifications and as shown on the Drawings. It is the responsibility of the Bidder to visit the site and acquaint themselves with the actual conditions and the location of any or all obstructions that may exist on the site before submitting a Bid. The documents comprising the Contract contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the Town, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve them from fulfilling any of the

conditions of the Contract. Each Bidder, prior to submitting their Bid, is responsible for inspecting the site and for reading and being thoroughly familiar with all the documents comprising the Contract and Bid Document Package. The failure or omission of any Bidder to so familiarize themselves shall in no way relieve any Bidder from any obligation in respect to their Bid. The Contractor shall inspect all easements and rights-of-way to ensure that the Town has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract. The Contractor shall comply with all stipulations contained in easements acquired by the Town. If applicable to the Work, all easements and rights-of-way documents are available for inspection in the office of the Office of the Mayor. The Contractor shall not be entitled to damages and agrees not to make any claim against the Town, their officials or employees for the failure to obtain necessary interests in land for this Project. The Contractor shall accurately locate above-ground and below-ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

#### **FEDERAL WORK AUTHORIZATION PROGRAM PARTICIPATION**

All qualifying Contractors and Subcontractors performing work with the Town must register and participate in the federal work authorization program to verify the work eligibility information of new employees. For a Bid to be considered, it is mandatory that the Contractor Affidavit of Compliance with O.C.G.A. §13-10-91 included as page 23 be completed and submitted with the Bid.

#### **GEORGIA OPEN RECORDS ACT**

Without regard to any designation made by the person or entity making a submission, the Town considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission. Bidder may wish to consult an attorney or obtain legal advice prior to making a submission.

#### **COOPERATIVE PROCUREMENT**

The Town may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the governmental entity. Piggybacking shall only be available where competition was used to secure

the contract and only for a period of twelve (12) months following entry, renewal, or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

### **TITLE VI POLICY STATEMENT**

The Town is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. The Town assures that no person shall on the grounds of race, color, sex, or national origin, as provided by Title VI of the Civil Rights Act of 1964, the Federal-Aid Highway Transportation Act of 1973, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Town further assures that no person shall on the grounds of age, low income, disability, sexual orientation, or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

The Town assures every effort will be made to ensure nondiscrimination in all their programs and activities, whether those programs and activities are federally funded or not. In addition, the Town will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency (LEP).

### **RIGHTS RESERVED - AWARDS**

The Town reserves the right to make one (1) award, multiple awards, or to make no award(s) and re-advertise.

### **STANDARD CITY CONTRACT**

The attached sample contract is the Town's standard contract document, which specifically outlines the contractual responsibilities. All bidders should thoroughly review the document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bidder's bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the Town, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made to the contract after award by the Mayor and Council.

## **REQUIRED DOCUMENTS CHECKLIST**

Bidder shall complete and submit the following documents with their bid:

Title	Check This Box if Included with Bid
Required Documents Checklist	
Bid Form	
Bidder's Price Attachment	
Bid Bond	
Contractor Affidavit and Oath of Successful Bidder	
Contractor's Affidavit	
Subcontractor Affidavit	
Contractor Reference and Release Form	
Subcontractor Reference and Release Form	
Utilities' Systems Contractor's License (If Required by Project)	
Utility Manager's Certificate (If Required by Project)	
Business License	
Acknowledgements of all addenda issued to this ITB	

I, the undersigned, acknowledge that I have included the requested documents as listed above.

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

\_\_\_\_\_  
**Signature**

## **BID FORM**

**TO: TOWN OF BETHLEHEM**

**750 Manger Ave BETHLEHEM, GA 30620**

**ATTENTION: MAYOR CHRIS LELLE**

In compliance with your Invitation To Bid (ITB), the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the Town of Bethlehem, 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:

### **2026 MUNICIPAL STREET WORK**

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 Town of Bethlehem 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.

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 \_\_\_\_\_, 2024.

By: \_\_\_\_\_ (Seal)  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

## **BIDDER'S PRICE FORM**

**TO: THE GOVERNING AUTHORITY OF BETHLEHEM, GEORGIA**

The undersigned, as Bidder, declares that they have carefully examined ITB No. 26-01 Municipal Street Work, an annexed proposed form of Contract, the Specifications therein contained, and the Drawings therein referred to, and that they propose and agree that if their Bid is accepted, to provide the necessary materials, machinery, tools, apparatus, and other means of construction, and will furnish all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, as therein set forth in an attachment to be prepared by Bidder, in an excel format, typewritten, printed out and attached hereto. Handwritten Unit Prices exceeding one page in length may not be accepted and may result in the proposed Bid being deemed non-responsive. BIDDER MUST DENOTE PRICING FOR EACH STREET PROJECT LISTED IN EXHIBIT III AS WELL AS PROVIDE A TOTAL PRICE ESTIMATE.

**THIS PAGE INTENTIONALLY LEFT BLANK**

Bidder declares their intent to subcontract the portion of the Work as below stated. Bidder understands and agrees that the use of any Subcontractor not listed below shall be strictly prohibited without prior written approval from the Town. *(List names of all subcontractors and the work to be provided by the subcontractor on the lines provided below.)*

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Bidder further declares that the full names and residence addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

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**[SIGNATURES FOLLOW]**

Bidder declares further that it is  / is not  a Georgia Firm.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_ (Seal)  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Bidder's Street Address

\_\_\_\_\_  
Bidder's City, State and Zip Code

\_\_\_\_\_  
Bidder's Phone Number

\_\_\_\_\_  
Bidder's E-Mail Address

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT

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

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety )

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

Town of Bethlehem, Georgia  
(Name of Obligee)  
750 Manger Ave, Bethlehem, GA 30092  
(Address of Obligee)

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

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

**2026 MUNICIPAL STREET WORK**

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

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the Town of Bethlehem, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the Town of Bethlehem, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the Town of Bethlehem, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or

all of the foregoing requirements within the time specified above, immediately pay to the Town of Bethlehem, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Principal)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST

BY: \_\_\_\_\_

(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Attorney-in-Fact)

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**CONTRACTOR AFFIDAVIT AND**  
**OATH OF SUCCESSFUL BIDDER**

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, \_\_\_\_\_, *(insert name)*, who, after being duly sworn, deposes as follows:

I, \_\_\_\_\_, *(insert name)*, am a competent adult, and I have personal knowledge of the facts set forth in this Affidavit and Oath which I make for any lawful use or purpose.

I, \_\_\_\_\_ *(insert name)* swear or affirm that I have not prevented or attempted to prevent competition in bidding or submitting a bid for this Project by any means whatsoever. I swear or affirm that I have not prevented or endeavored to prevent anyone from making a Bid for this Project by any means whatsoever, I swear I have not caused or induced any other person to withdraw a Bid for this Project. I swear or affirm that I have not violated O.C.G.A. §36-91-21(d) in any way, directly or indirectly.

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 2024 in \_\_\_\_\_ *(city)*, \_\_\_\_\_ *(state)*.

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

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Print Title of Affiant

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

## **CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:**

- (1) City contracts for the physical performance of services within the state of Georgia shall include the following provisions: <sup>1</sup>
  - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
  - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
  - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the Town shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the Town with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the Town for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the [www.open.georgia.gov](http://www.open.georgia.gov) website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

<sup>1</sup> O.C.G.A. § 13-10-91, as amended

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

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with the Town of Bethlehem, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Town, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Town, within five (5) days from when the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Bidder's Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

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

\_\_\_\_\_  
Identification Number

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

\_\_\_\_\_  
Address (\* do not include a post office box) SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

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

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

**SUBCONTRACTOR AFFIDAVIT (UNDER O.C.G.A. §13-10-91)**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10- 91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_(insert name of Contractor) on behalf of the Town of Bethlehem, Georgia 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 Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub- subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Bidder's Name)

\_\_\_\_\_  
Federal Work Authorization  
Enrollment Date

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

\_\_\_\_\_  
Identification Number

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

\_\_\_\_\_  
Address (\* do not include a post office box) SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

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

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

## CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

<b>Company Name</b>	<b>Contract Period</b>		
<b>Contact Person Name and Title</b>	<b>Telephone Number (include area code)</b>		
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>			
<b>Project Name and Description</b>			

<b>Company Name</b>	<b>Contract Period</b>		
<b>Contact Person Name and Title</b>	<b>Telephone Number (include area code)</b>		
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>			
<b>Project Name and Description</b>			

<b>Company Name</b>	<b>Contract Period</b>		
<b>Contact Person Name and Title</b>	<b>Telephone Number (include area code)</b>		
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>			
<b>Project Name and Description</b>			

### REFERENCE CHECK RELEASE STATEMENT

**You are authorized to contact the references provided above for purposes**

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_  
 (Authorized Signature of Bidder)

**Company Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**SUBCONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

<b>Company Name</b>	<b>Contract Period</b>		
<b>Contact Person Name and Title</b>	<b>Telephone Number (include area code)</b>		
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>			
<b>Project Name and Description</b>			

<b>Company Name</b>	<b>Contract Period</b>		
<b>Contact Person Name and Title</b>	<b>Telephone Number (include area code)</b>		
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>			
<b>Project Name and Description</b>			

<b>Company Name</b>	<b>Contract Period</b>		
<b>Contact Person Name and Title</b>	<b>Telephone Number (include area code)</b>		
<b>Complete Primary Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Email Address</b>			
<b>Project Name and Description</b>			

**REFERENCE CHECK RELEASE STATEMENT**

**You are authorized to contact the references provided above for purposes**

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_  
 (Authorized Signature of Bidder)

**Company Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**EXHIBIT I**

**SAMPLE STANDARD FORM CONTRACT FOR  
CONSTRUCTION**

TOWN OF BETHLEHEM STANDARD FORM

NUMBER #

**CONTRACT  
FOR  
CONSTRUCTION**

**BETWEEN  
TOWN OF BETHLEHEM, GEORGIA AND**

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**INVITATION NO. 26-01**

**2026 MUNICIPAL STREET WORK**

**(Contact Information to be Inserted Here)**

## CONTRACT FOR CONSTRUCTION

### BETHLEHEM, GEORGIA

**THIS CONTRACT**, made as of this \_\_day of \_\_, 20\_\_<sup>1</sup>, (hereinafter called the “execution date”) by and between, the Town of Bethlehem, a political subdivision of the State of Georgia (hereinafter called the “City”) and \_\_\_\_\_, a \_\_\_\_\_, organized pursuant to the laws of the State of \_\_\_\_\_ (hereinafter called the “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide services under the FY 24 Street Resurfacing Project in Bethlehem, Georgia.

#### I. SCOPE OF WORK

- A. The term “Work” means the construction, labor, materials, equipment, tools, machinery, testing, temporary services and utilities, supervision, administration, coordination, planning, insurance, bonds, transportation, security, and all other services and things necessary to provide the Town with the facilities, improvements, features, and functions in strict conformity with the General Requirements attached hereto as Attachment A, and as described in the Scope of Services and Drawings included in the Bid Document Package attached hereto as Appendix I. The Contractor agrees to complete the Work in a good, firm, substantial and workmanlike manner in strict conformity with this Contract.
- B. Unless otherwise stipulated, the Contractor shall furnish all of the Work in accordance with the Contract and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Town. The Contractor shall be responsible for the entire Work and every part thereof.

#### II. TERM AND LIQUIDATED DAMAGES

- A. **Contract Term.** The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). Contractor shall fully complete the Work within three hundred sixty-five (365) days from the Commencement Date.
- B. **Liquidated Damages.** The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Town will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Town will suffer damages that are difficult if not impossible to

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<sup>1</sup> The Execution Date is the date the Contract is sent from Public Works to the Mayor for execution. Ensure that all other parties have signed the Contract.

## Sample Contract

accurately estimate. Contractor shall pay liquidated damages in accordance with Georgia Department of Transportation Standard Specifications, Section 108, for each calendar day in excess of the Contract Term.

## III. PAYMENT

- A. **Contract Price.** As full payment for the faithful performance of this Contract, the Town shall pay the Contractor, the Contract Price, unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Bethlehem Governing Authority, or the Town Manager, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Town Manager or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the Bethlehem Governing Authority and the Contractor in accordance with the terms of this Contract.
- B. **Retainage and Progress Payments.** Progress payments to the Contractor shall be made monthly, based on the value of Work completed as determined by the Town, plus the value of materials and equipment suitably stored, insured and protected at the construction site. The Contractor shall submit a payment request for Work completed during the preceding calendar month to the Town’s account payable team for review and approval on or before last day of each month. If approved by the Project Manager or Designated Representative, the approved amount, less retainage, shall be paid to the Contractor thirty (30) days after the date the approved payment request is received by the Town Finance Department. If a payment request is not approved by the Town, then no payment shall be made to the Contractor until after the Project Manager or Designated Representative approves the payment request. The amount of retainage shall be as follows:
- (1) Five percent (5%) of each progress payment shall be withheld as retainage until the Work has reached Substantial Completion and the Town determines the manner of completion of the Work and its progress, quality, and schedule to be reasonably satisfactory.
  - (2) When the Work has reached Substantial Completion and the Town determines the manner of completion of the Work and its progress, quality, and schedule to be reasonably satisfactory, upon written notice from City the Contractor shall submit an invoice or other documents as may be required by City and receive payment of retainage within thirty (30) days. If any pay items remain incomplete at that time, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Town, shall be withheld until such items are completed.

## Sample Contract

- (3) The Contractor shall within ten days from the Contractor's receipt of each payment from the Town pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Town. The Subcontractor shall, within ten (10) days from the Subcontractor's receipt of payment, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
  - (4) Contractor and City agree to abide by all applicable provisions of Georgia state law concerning retainage, including but not limited to O.C.G.A. § 13-10-80 and 13-10-81. If the terms of this contract concerning retainage conflict with state law, state law governs.
- C. **Payment Requests and Invoices.** Payment Requests and invoice(s) must be submitted as follows:
- (1) Original(s) must be submitted to:  
  
Town of Bethlehem  
750 Manger Ave  
Bethlehem, GA 30620 Attn: Mayor  
Chris Lelle
- D. **Title.** All equipment, materials, and Work covered by partial payments shall, upon payment thereof, become the sole property of the Town, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and Work upon which payments have been made, or the restoration of any damaged Work.

E. **Final Payment.** Within sixty (60) days after the Work is fully completed and accepted by the Town, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including final cleanup and restoration. Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by the Town. All claims by the Contractor for breach of contract, violation of state or federal law, or compensation and extensions of time shall be submitted in writing to the Town within sixty (60) days after completion and acceptance of the Work as herein provided, or all such claims shall be forever barred.

IV. NOTICE

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Town or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Town or by the Town to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

**If to the Town:**

City Manager  
 Town of Bethlehem 750  
 Manger Ave,  
 Bethlehem, Georgia 30092

**If to the Contractor:**

: *(Insert Contractor name and address)*

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Sample Contract  
V. FEDERAL WORK AUTHORIZATION

- A. Pursuant to O.C.G.A. §13-10-91, the Town cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- B. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rules.
- C. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment C.
- D. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.
- E. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment E.

VI. CORPORATE AUTHORITY

Contractor agrees to execute the Certificate of Corporate Authority, attached hereto as Attachment F. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. Contractor warrants that it has all requisite power and authority to enter into and perform its obligations under this Contract, and that the execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract (i) is within the purposes, powers, and authority of the Contractor; (ii) has been done in full compliance with applicable law and has been approved by the governing body of the Contractor

and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and (iii) has been duly authorized by all necessary action on the part of the Contractor. This Contract is the valid, legal, binding and enforceable obligation of the Contractor.

#### VII. PERFORMANCE AND PAYMENT BONDS AND INSURANCE REQUIREMENTS

- A. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as principal, shall give a Contract Performance Bond, attached hereto as Attachment G and a Payment Bond, attached hereto as Attachment H, each in the amount of \$3,000,000, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to, O.C.G.A. §32-4-119 and Parts 1,3, and 4 of Article 3 of Chapter 91 of Title 36. The bonds shall be underwritten by a surety company licensed to write bonds in the State of Georgia, listed in the most current U.S. Treasury Circular No. 570, and which have a current A.M. Best rating of "A" (Excellent) with a Financial Size Category of XII or better. The life of these bonds shall extend throughout the Contract Term including a sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of Work performed under this Contract. The bonds shall issue on the forms provided by the Town as part of this Contract.
- B. It is further agreed between the parties hereto that if at any time after the execution of this Contract and the surety bonds, the Town shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within five (5) days after the receipt of notice from the Town to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Town.
- C. The Contractor shall, without expense to the Town, provide certificates of insurance, and copies of signed insurance policies including declarations pages from companies that are authorized to engage in the insurance business in the state of Georgia and are otherwise acceptable to the Town Finance Director or his/her designee, attached hereto as Attachment I. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to City. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

## Sample Contract

- (1) *Workers Compensation Insurance.* Statutory workers compensation insurance is to be provided in compliance with the requirements of Georgia law with limits not less than the following:

Employer's liability insurance by accident, each accident \$1,000,000  
Employer's liability insurance by disease, policy limit \$1,000,000  
Employer's liability insurance by disease, each employee \$1,000,000

- (2) *Commercial General Liability Insurance.* Commercial general liability insurance is to be provided with limits not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage liability  
\$1,000,000 personal and advertising injury liability  
\$2,000,000 general aggregate  
\$2,000,000 products-completed operations aggregate  
\$100,000 damage to rented premises (each occurrence)  
\$ 5,000 medical expense (any one person)

- (3) *Umbrella or Excess Insurance.* Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence  
\$5,000,000 aggregate

- (4) *Comprehensive Automobile Liability Insurance.* Comprehensive automobile liability insurance with form coverage is to be provided for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000. Automobile liability insurance shall be written on ISO Business Auto Coverage Form CA 0001 (1990 edition or later), or a substitute form providing equivalent coverage, and shall cover liability for bodily injury and property damage arising from the use or operation of any automobile, including those owned, hired or otherwise operated or used by or on behalf of Contractor. The policy must include Broadened Pollution Liability Endorsement CA9948 12 93.

- (5) *Builder's Risk Insurance Coverage (If Required by Project).* Contractor shall procure and maintain Builders Risk Insurance on the entire work which provides "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:	
Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

- D. The Town, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled “Certificates of Insurance” as “the Town and its officers” are to be named as additional insured on all policies of insurance except worker’s compensation insurance with no cross suits exclusion. The Town and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor’s policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- E. All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the Town.
- F. If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.
- G. In addition to procuring and maintaining commercial general liability insurance, automobile liability and commercial umbrella insurance, for the Contract Term, Contractor shall continue to procure and maintain the products-completed operations liability insurance coverage and commercial umbrella insurance after the Work is substantially complete for the entire Contract Term or for the applicable five-year statutory limitation, whichever is greater. For such period of time, all terms and conditions of such coverage shall remain unchanged, including the limits specified herein and the requirement to provide the Town with coverage as an additional insured.
- H. Contractor agrees to waive all rights of subrogation and other rights of recovery against the Town and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage.

- I. Failure of the Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage.
- J. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

#### VIII. CERTIFICATES OF INSURANCE

- A. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the Town. Policies and Certificates of Insurance listing the Town and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.
- B. The Contractor agrees to name the Town and its officers as additional insured on the commercial general liability insurance, using the ISO Additional Insured Endorsement forms CG20101001 (ongoing operations) and CG20371001 (products-completed operations) forms, or form(s) providing equivalent coverage.
- C. Certificates of Insurance must contain the policy number, policy limits, and policy expiration date of all policies issued in accordance with this Contract; the location and operations to which the insurance applies. Certificates must be provided annually for the duration of the project. If applicable, a specific statement must be included that blasting coverage is included to the extent such risk is present; that Contractor's protective coverage applies to any Subcontractor's operations; and Contractor's contractual liability insurance coverage applies to any Subcontractor.
- D. This insurance for the Town as the additional insured shall be as broad as the coverage provided for the named-insured Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided to the Town as the additional insured.
- E. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all Subcontractors who are engaged in the Work.
- F. If the Town shall so request, the Contractor will furnish the Town for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.
- G. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

- H. Such certificates should be sent to the Town and must identify the “Certificate Holder” as follows:

Town of Bethlehem, Georgia 750  
Manger Ave  
Bethlehem, Georgia 30092

- I. Copies of Required Insurance policies with Declarations Page(s) shall be attached hereto as Attachment I.

#### IX. CONTRACT DOCUMENTS

- A. This Contract includes the following Attachments all of which are incorporated herein by reference:

Attachment A, General Requirements, GR-1 through GR-46.

Attachment B, Contractor’s Bid Price Form

Attachment C, Contractor’s Affidavit.

Attachment D, Subcontractor’s Affidavit(s).

Attachment E, Sub-subcontractor’s Affidavit(s).

Attachment F, Certificate of Corporate Authority/Articles of Organization/Joint Venture Certificates

Attachment G, Performance Bond and Accompanying Power of Attorney

Attachment H, Payment Bond and Accompanying Power of Attorney

Attachment I, Copies of Required Insurance policies with Declaration Page(s)

Attachment J, Other Required Documents

Appendix 1, The Bid Document Package

- B. In addition to the foregoing, the Bid Document Package dated \_\_\_\_\_, the original of which is maintained in the Town’s Office of the Mayor, forms an essential part of this Contract as if fully set out herein.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) counterparts, each to be considered as an original by their authorized representative.

**CONTRACTOR**

**BETHLEHEM, GEORGIA**

By: \_\_\_\_\_(SEAL)  
Signature

\_\_\_\_\_(SEAL)  
Chris Lelle, Mayor  
Bethlehem, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kathy Bridges, Town Clerk  
Bethlehem, Georgia

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Town Attorney Signature

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Town Attorney Name (Typed or Printed)

ATTACHMENT A GENERAL

REQUIREMENTS

**INDEX TO GENERAL REQUIREMENTS**

<b><u>Section</u></b>	<b><u>Title</u></b>
GR-1	Definitions of Terms .....
GR-2	Prior Use by City.....
GR-3	Contractor’s Obligations.....
GR-4	Authority of the Town.....
GR-5	Changes in the Work and Change Orders.....
GR-6	Time for Completion.....
GR-7	Schedules, Reports, and Records .....
GR-8	City’s Right to Suspend or Terminate Work .....
GR-9	Final Inspection .....
GR-10	Warranties, Guarantees and Correction of Work.....
GR-11	Contractor’s Personnel and Independent Contractor Status .....
GR-12	Subcontracting .....
GR-13	Assignments .....
GR-14	Indemnification and Hold Harmless .....
GR-15	Royalties and Patents .....
GR-16	Laws and Regulations .....
GR-17	Permits and Inspection Fees.....
GR-18	Land and Rights-of-Way.....
GR-19	Protection of Work, Property, and Persons.....
GR-20	Prohibited Interests .....
GR-21	First Source Jobs Ordinance .....
GR-22	Foreign Corporations .....
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GR-1. DEFINITIONS OF TERMS

The section captions contained in this Contract are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Contract as a whole, inclusive of the Attachments, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires. The following terms shall have the meanings indicated:

“Addendum” or “Addenda” shall mean written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the Work, or the Invitation to Bid by additions, deletions, clarifications, or corrections.

“Bid” shall mean the offer of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

“Bid Document Package” shall consist of documents entitled as follows: Acknowledgement of Contractor, Advertisement for Bids, Instructions to Bidders, Addenda, Business License, Utility Systems Contractor’s License, Utility Manager’s Certificate, Utility Foreman’s Certificate, General Contractor’s License, Bidder’s Unit Price and Bid Total, Certificate of Corporate Authority or Certificate of Authority/Joint Venture, Contractor’s/Subcontractor’s Affidavit of Compliance with O.C.G.A.13-10-91, Contractor’s/Subcontractor’s Reference and Release Form, Preferred Employee Tracking Form, Subcontractor Tracking Form, Bid Bond and Power of Attorney, Public Works Construction Affidavit and Oath of Successful Bidder, Technical Specifications, and Drawings.

“Bidder” shall mean any person, firm, or corporation submitting a Bid for the Work.

“Bonds” shall mean Bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract.

“Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, if applicable, and an adjustment in the Contract Price, Contract Time or Contract Term, as adopted and approved by the Contractor and the Bethlehem Governing Authority, or the Town Manager, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract.

## Sample Contract

“Contract” or “Agreement” shall consist of the written Contract executed by the parties, all attachments to the Contract, Change Orders, Field Orders, and the Bid Document Package. The intent of these documents is for the Contractor to furnish all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore.

“Contract Price” shall mean the total monies payable to the Contractor under the terms and conditions of the Contract.

“Contract Term” shall mean the length of time the Contract shall remain in effect.

“Contractor” or “General Contractor” shall mean the individual, firm, joint venture or corporation undertaking the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees.

“City” shall mean Bethlehem, Georgia.

“Day(s)” shall mean calendar day(s).

“Drawings” shall mean the part of the Contract which shows, largely through graphical presentation, the characteristics and scope of the Work to be performed and which have been prepared or approved by the Town. The Drawings are included in the Bid Document Package.

“Field Order” shall mean a written order issued by an authorized City official/employee to the Contractor during construction effecting a change in the Work by authorizing an addition, deletion, or revision in the Work within the general scope of the Work not involving an adjustment in the Contract Price or a change to the Contract Time or Term. No Field Order shall be valid or effective unless it is signed by the Town employee(s) who has been authorized in writing by the Town Manager or his/her designee to execute Field Orders.

“Notice of Award” shall mean a written notice of the acceptance of the Bid from the Town to the successful Bidder.

“Notice to Proceed” shall mean a written communication issued by the Town authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work. The effective date of the Notice to Proceed shall be the date set forth on the Notice to Proceed.

“Project” shall mean the undertaking to be performed as provided in the Contract.

“Shall” is mandatory; “may” is permissive.

“Specifications” or “Technical Specifications” shall mean a part of the Contract consisting of written descriptions of a technical nature regarding materials, equipment, construction systems, standards, and workmanship specified for this Project.

“Subcontractor” shall mean any person, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

“Submittals” shall mean all shop drawings, diagrams, illustrations, brochures, schedules, samples, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

“Substantial Completion” or “Substantial Completion of the Work” shall mean that date determined by the Town when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract, so that the Project or stipulated part can be fully utilized for the purposes for which it is intended.

“Superintendent” shall mean the Contractor’s authorized on-the-job representative designated in writing by the Contractor prior to commencement of any work.

“Supplier” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“Work” shall have the meaning assigned to that term in the article in the Contract entitled Scope of Work.”

#### GR-2. PRIOR USE BY CITY

Prior to completion of the Work, the Town may take over operation and/or use of the Project or portions thereof. Such prior use of facilities by the Town shall not be deemed as acceptance of any Work or relieve the Contractor from any of the requirements of the Contract.

#### GR-3. CONTRACTOR’S OBLIGATIONS

The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and all things necessary or proper to perform and complete all the Work within the time herein specified and in accordance with the provisions of this Contract, the Specifications, the Drawings, and any and all supplemental drawings pertaining to the Work. Contractor shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions,

requirements and limitations imposed by the Contract and local ordinances, and state and federal laws; and shall do, carry on, and complete the entire Work.

#### GR-4. AUTHORITY OF THE TOWN

- A. The Contractor shall perform all of the Work under the general direction, and to the entire satisfaction, approval, and acceptance of the Town. The Town shall decide all questions relating to measurements of quantities, the character and acceptability of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of the Drawings and the Specifications will be decided by the Town.
- B. The approval of the Town of any materials, plant, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.
- C. Whenever in this Contract, the words “directed,” “required,” “permitted,” “ordered,” or words of like import are used, it shall be understood that the direction, requirement, permission, or order of the Town is intended, and similar words, “approved,” “acceptable,” “satisfactory,” or words of like import shall mean approved by, acceptable to, or satisfactory to the Town.

#### GR-5. CHANGES IN THE WORK, FIELD ORDERS, AND CHANGE ORDERS

- A. All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Field Order or Change Order in all cases. No verbal instruction or order will be regarded as a basis for a claim for extra compensation or time.
- B. If a minor change in the Work is found to be necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the Town before making the change. If the Contractor fails to make such request, no excuse will be entertained thereafter for Contractor’s failure to carry out the Work in the required manner and to provide required guarantees, warranties, and Bonds, and Contractor shall not be entitled to any change in the Contract Price, Contract Time or the Contract Term.
- C. The Town may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in

the Work so ordered by the Town unless such Field Order entitles the Contractor to a change in Contract Price, Time, and/or Term, in which event the Contractor shall give the Town written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the Town. No extra cost or extension of time shall be allowed unless approved by the Town and authorized by execution of a Change Order.

- D. The Town may at any time order changes within the scope of the Work without invalidating the Contract.
- E. No claims for extra cost or time will be considered based on an escalation of prices throughout the Contract Term. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one of the following methods in the order of precedence listed below.
  - (1) Unit prices previously approved.
  - (2) An agreed lump sum.
  - (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the changed Work. In addition, there shall be added an amount agreed upon but not to exceed fifteen percent (15%) of the actual cost of such work to cover the cost of general overhead and profit.
- F. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustment to the Contract Price and the construction schedule. In the event a Change Order increases the Contract Price, Contractor must include the Work covered by such Change Orders in requests for payment as if such Work were originally part of the Contract.

#### GR-6. TIME FOR COMPLETION

- A. The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract.
- B. The Contractor is expected to complete all assigned work orders within 14 business days of assignment or Liquidated Damages may be assessed.
- C. The Contractor agrees that the Work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will insure its full completion thereof

within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Town, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

- D. If extraordinary adverse weather conditions are the basis for a claim for additional time, such claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trends thereby substantiating the fact that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse weather conditions that unavoidably delay activities scheduled at that time, and then only for the number of days of delay which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.
- E. The Town shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of delays, regardless of cause. The sole remedy against the Town for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be based on actual and unavoidable delay.

#### GR-7. SCHEDULES, REPORTS, AND RECORDS

- A. The Contractor shall submit to the Town such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Town may request concerning the Work performed or to be performed. The Contractor shall also submit a schedule of payments that he anticipates earning during the course of the Work.
- B. That Contractor shall coordinate and hold a meeting with its major Subcontractors and the Town to discuss the Project schedule. Such meeting shall be held prior to Commencement of the Work under this Contract, but in no event later than ten (10) days after execution of this Contract by all parties. At that meeting, the Contractor shall present a draft Project schedule, and the Contractor and its Subcontractors shall, in collaboration with the Town, assist in the preparation of a detailed and specific construction schedule. The Contractor shall be responsible for preparing and updating such schedule, which shall be complete in all respects and shall, when approved by the Town, become the Construction Schedule and be automatically incorporated into the Contract and shall not be changed without the prior written consent of the Town. The Construction Schedule shall not exceed the Contract Time, shall be revised and updated at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent

required by the Contract and shall provide for expeditious and practicable execution of the Work. The Construction Schedule shall be cost-loaded.

- C. The Construction Schedule shall, in such detail as the Town may require, show the order in which Contractor will carry on the Work, including dates on which the various parts of the Work will start, and the estimated date of completion of each part. It shall also depict all requisite shop drawing submittals and approvals, manufacturing, fabrication, the installation of materials, supplies and equipment, testing, start-up, and training.
- D. The Contractor shall prepare and keep current, for the Town's approval, a schedule of submittals which is coordinated with the Construction Schedule and allows the Town reasonable time to review submittals. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Town.
- E. In the event the Town determines that the performance of the Work has not progressed or reached the level of completion required by the Contract, the Town will have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures must continue until the progress of the Work complies with the stage of completion required by the Contract and the Construction Schedule. The Town's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule. The Contractor is not entitled to an adjustment in the Contract Price for undertaking Extraordinary Measures required by the Town. The Town may exercise the rights furnished the Town under or pursuant to this paragraph as frequently as the Town deems necessary to ensure that the Contractor's performance of the Work will comply with the completion date set forth in the Contract as the Contract Time.

#### GR-8. CITY'S RIGHT TO SUSPEND OR TERMINATE WORK

- A. *Termination for Convenience.* City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination.
- B. *Termination for Default.* If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or

receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the Town may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the Town may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The Town may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the Town to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the Town for any and all damages and costs incurred by the Town as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

- C. If Contractor's services are terminated by the Town pursuant to paragraph A or B in this General Requirement, the termination will not affect any rights or remedies of the Town then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by City will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the Town, and the rights and obligations of the parties shall be governed accordingly.
- D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the Town and the portion of the Work satisfactorily performed through the effective date of termination as determined by the Town.
- E. Except as otherwise provided in this General Requirement, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.
- F. The parties' obligations pursuant to this General Requirement shall survive any Acceptance of Work, or expiration or termination of this Contract.

## GR-9. FINAL INSPECTION

Upon notice from the Contractor that the Work is completed, the Town shall make a final inspection of the Work, and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Town may discover. At no cost to the Town, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

## GR-10. WARRANTIES, GUARANTEES AND CORRECTION OF WORK

- A. The Contractor warrants to the Town that materials and equipment furnished under the Contract will be new and of good quality, unless otherwise required or permitted by the Contract; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The Town, in its sole discretion, may exclude from the Contractor's warranty; remedies for damage or defect which the Town determines were caused by abuse; modifications not executed by the Contractor; improper or insufficient maintenance; improper operation; and normal wear and tear and normal usage.
- B. Upon the completion of the Work, and as a condition of final payment, the Contractor shall guarantee in writing that all Work has been accomplished in conformance with the Contract. If required by the Town, the Contractor shall also furnish additional satisfactory evidence as to the kind and quality of materials and equipment.
- C. The Contractor shall promptly, and in no event later than 48 hours after receiving written demand from the Town, remedy any error, omission, defect, or non-compliance in the Work discovered by the Town during construction or at any time thereafter until one year after the final completion of the Work. Nothing herein shall be deemed to shorten any statutory period of limitation otherwise applicable to any legal action by the Town against the Contractor.
- D. Contractor shall pay for any damage caused by any omission or defect in the Work, including without limitation, any damage to other improvements or facilities. In the event that the Contractor should fail to timely make repairs, adjustments, or other remedy that may be made necessary by such defects, the Town may do so, and charge the Contractor the cost thereby incurred.
- E. All warranties and guaranties shall extend for the greatest of one (1) full year commencing on the dates of Substantial Completion of the Project or such longer period of time as is required by the Contract. The one (1) year period shall be extended with respect to portions of the Work first performed after Substantial Completion for a period of one (1) year after the actual performance of the Work.

If any defect or deviation should exist, develop, be discovered or appear within such one (1) year period, the Contractor, at its sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. No one or more of the warranties contained herein shall be deemed to alter or limit any other. The Performance Bond shall remain in full force and effect throughout the applicable guarantee period set forth in this paragraph.

- F. Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the Town, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.
- G. All manufacturer warranties and guarantees shall be delivered to the Town prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before final payment, the Contractor shall assign and transfer to the Town all guarantees, warranties and agreements from all contractors, Subcontractors, vendors, Suppliers, or manufacturers regarding their performance, quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the Town, and that upon final completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the Town in accordance with their terms. Contractor's obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

GR-11. CONTRACTOR'S PERSONNEL AND INDEPENDENT CONTRACTOR STATUS

- A. The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to the start of the Work. If approved by the Town, the Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as the Superintendent, unless approved by the Town prior to being named Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the

Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

- B. The Contractor shall not change key members of its staff without the prior consent of the Town, unless such staff members prove to be unsatisfactory to the Contractor and cease to be in its employ. If the Contractor intends to change a key staff member (defined as certain full-time personnel stationed at the site including Project Manager, Superintendent, Project Engineer, Assistant Project Manager, Assistant Superintendent, or Assistant Project Engineer) it shall give the Town written notice at least fifteen (15) days prior to the intended change. The written notice shall include a description of qualifications for the new proposed key staff member. The Town shall have the right to approve or disapprove the proposed key staff member.
- C. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him.
- D. The relationship between the Town and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the Town. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the Town.

#### GR-12. SUBCONTRACTING

- A. The Contractor understands and agrees that it shall be a breach of this Contract to subcontract any portion of the Work on this Project unless
  1. The Work and the Subcontractor proposed to perform it have been declared in the Bid Response; or
  2. The Contractor shall have obtained advance written approval from the Town.

- G. The Contractor further understands and agrees that any work on this Project, which the Contractor secures in violation of this General Requirement, shall be deemed a donation from the Contractor for which the Town shall not be obligated to pay. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Town. Upon request, Contractor shall provide the Town with copies of each of its contract(s) and amendments with each Subcontractor.
- H. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the Town and any person, or entity or than Contractor.

#### GR-13. ASSIGNMENTS

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the Town. If the Town consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract.

#### GR-14. INDEMNIFICATION AND HOLD HARMLESS

- A. The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the Town. The Contractor shall exonerate, indemnify, and save harmless the Town, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this General Requirement as “the Town Indemnitees,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the Town Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnatee against claims, actions, or expenses based upon or arising out of the Town Indemnatee’s sole negligence.
- B. As between the Town Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting

from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the Town Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury.

- C. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the Town Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The Town has the sole discretion to choose the counsel who will provide the defense.
- D. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the Town, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.
- E. The parties agree that Contractor shall be liable for all fines or civil penalties, which may be imposed by any local, federal or state department or regulatory agency that are a result of Contractor's performance of the Work under this Contract. Contractor shall pay the costs of contesting any such fines. The parties' obligations pursuant to this General Requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

#### GR-15. ROYALTIES AND PATENTS

The Contractor shall hold and save the Town and its elected officials, officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Town, unless otherwise specifically stipulated in the Contract.

#### GR-16. LAWS AND REGULATIONS

- A. The Contractor's attention is directed to the fact that all applicable federal, state and local laws and ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees and Subcontractors fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the

materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract or in the Drawings or Specifications in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to the Town. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the Town and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees or Subcontractors.

- B. Contractor shall not discriminate against any person in its operations, activities or performance of Work under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, national origin, physical or mental disability, or political affiliation. Contractor shall maintain a Drug Free Workplace.

#### GR-17. PERMITS AND INSPECTION FEES

- A. Permits shall be secured by the Contractor, and inspections will be required, but the Town will not charge the Contractor for permits and inspections obtained from the Town. The Contractor shall secure and pay for any permits and inspection fees required by any other governmental entity or agency.
- B. Prior to execution of this Contract, Contractor shall provide the Town with a copy of its current, valid business license. If Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of their valid business license issued by their home jurisdiction. Contractor shall provide the Town with copies of all other required licenses, certifications and permits for the Contractor and/or all of Contractor's employees, personnel, agents or Subcontractors performing services that require licensure by the federal government, the State of Georgia, or the Town. Contractor hereby warrants and represents that at all times during the Contract Term it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Contract.

#### GR-18. LAND AND RIGHTS-OF-WAY

Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the Town, and shall conduct his work in accordance with requirements thereof, including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting

entity, even though such requirements may exceed or be more stringent than that otherwise required by the Contract, and shall compensate the Town fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide, at its own expense without liability to the Town, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

#### GR-19. PROTECTION OF WORK, PROPERTY, AND PERSONS

- A. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Project and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- B. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and the safety and protection of the Work, the public and adjoining property.
- C. If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication or the information provided regarding such utilities or structures. The Contractor shall comply with all applicable state law concerning the marking and location of existing utilities. The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the Work, using whatever means may be appropriate, and shall verify the nature and condition of such utilities and structures. The Contractor shall mark the location of existing utilities and structures, if they are not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. Contractor shall notify the Town promptly of discovery of any conflict between the Contract and any existing facility.
- D. All existing utilities, both public and private, including but not limited to, sewer, gas, water, electrical, and telephone services, shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the Town harmless from the result of any damage that may occur as a result of the Contractor's activities in this regard.

- E. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the Town, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra work shall be submitted to the Town within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

#### GR-20. PROHIBITED INTERESTS

No official of the Town who is authorized in such capacity and on behalf of the Town to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Town who is authorized in such capacity and on behalf of the Town to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

#### GR-21. (RESERVED)

#### GR-22. FOREIGN CORPORATIONS

In the event the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Georgia Secretary of State as its agent for service of all legal process for the purposes of this Contract only.

#### GR-23. SPECIFICATIONS AND DRAWINGS

- A. The Specifications, the Drawings and the Contract shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.
- B. Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such

be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.

- C. Any discrepancies found between the Drawings and Specifications and site conditions, or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Town, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- D. Upon award of the Contract, the Contractor will be supplied, free of charge, up to three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.
- E. The Contractor shall furnish, with reasonable promptness, all samples as directed by the Town for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract. The Work shall be in accordance with approved samples.
- F. The Town may, without changing the scope of the Work, furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract. The additional drawings and instructions thus supplied will become a part of the Contract. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- G. Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mentioned therein, or indications on the Drawings of articles, materials, operations, or methods, requires that the Contractor:
  - (1) Provide each item mentioned and indicated of a quality or subject to qualifications noted;
  - (2) Perform according to conditions stated, each operation prescribed; and
  - (3) Provide therefore all necessary labor, equipment, and incidentals.
- H. For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make the Town an arbiter to establish limits for the contracts between the Contractor and Subcontractors.
- I. Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the

Contractor is responsible to the Town for the entire Contract and the execution of all Work referred to in the Contract.

#### GR-24. CONTRACTOR'S SUBMITTALS

- A. The Contractor shall submit all Submittals to the official or employee so designated by the Town manager or designee and as required under the Specifications and in such time and manner that will allow at least ten (10) days for the Town's review, pursuant to the Construction Schedule. No portion of the Work shall commence until all Submittals relating to such portion have been approved by the Town.
- B. The approved Drawings will be supplemented by such shop drawings as are needed to adequately control the Work. Shop Drawings, product data, samples and other Submittals are not parts of the Contract. The purpose of their submittal is to demonstrate for those portions of the Work for which Submittals are required by the Contract, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract. Informational Submittals, upon which an employee, Architect, or Engineer, if retained by the Town in connection with the Project, is not expected to take responsive action, may be so identified in the Contract. Submittals which are not required by the Contract may be returned by the Town without action. The approval of a Submittal shall not authorize any deviation from or alteration of the Drawings or Specifications absent a Change Order or Field Order.
- C. Shop drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the execution of the Work.
- D. Drawings for false work, centering, and form work may also be required per the Specifications and in such cases shall be likewise subjected to approval unless approval is waived.
- E. The Town's review will be within reasonable promptness as to cause no delay in the Work. Approval of the Contractor's Submittals does not relieve the Contractor of any responsibility for accuracy of dimensions and details or from otherwise ensuring that the Work complies with the requirements of the Contract. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of Submittals with the Drawings and Specifications. The Town will review and approve or take other appropriate action upon the Contractor's Submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the

Contractor as required by the Contract. The Town's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Town's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

- D. It is the responsibility of the Contractor to check all Submittals before same are submitted to the Town for approval. Submittals which have not been checked and approved by the Contractor will not be reviewed by the Town.
- E. Submittals shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Submittals and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Submittals be accepted from anyone other than the Contractor.
- F. The Contractor shall furnish the Town with at least six copies of all Submittals for approval. Two finally approved copies will be returned to the Contractor for his use. The Contract Price shall include the cost of furnishing all Submittals and the Contractor will be allowed no extra compensation for such drawings.
- G. The approval of such Submittals shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such deviations, and the Town has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Submittals. When the Contractor does call such deviations to the attention of the Town, he shall state in writing whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.
- H. The Contractor shall prepare and maintain a log of all Submittals which includes, at a minimum, the submittal number, revision number, description, responsible company, proposed submittal date, date actually submitted, date approved, any comments received, approval status, and resubmittal information. The log shall be updated at least on a monthly basis and made available to the Town for review upon request.

#### GR-25. AS-BUILT DRAWINGS (IF APPLICABLE)

The Contractor shall maintain a red-lined set of drawings on site during the progress of the Work, indicating any Field Orders, Change Orders and the location of the portion of the Work or equipment actually installed. The Contractor shall, upon completion of the Work, furnish a marked set of reproducible drawings indicating any field changes and the location of Work as actually installed, if different from the requirements of the Contract, and deliver them to the Town in hard copy as well as an electronic copy compatible with the Town's software and hardware system.

## GR-26. EXAMINATION OF WORK BY CONTRACTOR

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the configuration of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract.

## GR-27. INSPECTION AND TESTING OF MATERIALS

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work as required by the Specifications shall be made by the Town, or bureaus, laboratories, or agencies selected by the Town. The cost of such inspection and testing shall be paid by the Contractor unless City agrees to pay the cost. Materials and finished articles shall have passed the required tests prior to the incorporation of such materials and finished articles in the Work. The Town may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

## GR-28. INSPECTION OF WORK

- A. The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Town and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Town or its representative at the site of the Work shall not be construed to, in any manner, to relieve the Contractor of its responsibility for strict compliance with the provisions of the Contract.
- B. If the Drawings, Specifications, County's instructions, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the Town timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Town shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor, having secured all certificates of inspection, will deliver same to the Town upon completion. If any Work should be covered up without approval or consent of the Town, it shall, if required by the Town, be uncovered for examination at the Contractor's expense. The recovering of such Work after inspection shall be at Contractor's expense.
- C. Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any

materials and construction thereof, the decisions of the Town shall be final and conclusive and binding upon all parties to the Contract.

- D. If the Town determines that portions of the Work require additional testing, inspection or approval beyond the requirements of the Specifications, the Town will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Town, and the Contractor shall give timely notice to the Town of when and where tests and inspections are to be made so that the Town may be present for such procedures. Such costs, except as provided below, shall be at the Town's expense.
- E. If such procedures for testing or inspection reveal failure of the portions of the Work to comply with requirements established by the Contract, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.
- F. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract, be secured by the Contractor and promptly delivered to the Town or the Architect if one is retained by the Town in connection with the Project. Tests or inspections conducted, pursuant to the Contract, shall be made promptly to avoid unreasonable delay in the Work.

#### GR-29. REQUESTS FOR SUBSTITUTIONS

- A. Requests for substitutions of proprietary products or of a particular manufacturer, vendor, or Subcontractor must be accompanied by the following documentation:
  - (1) Full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution;
  - (2) Reasons the substitution is advantageous or necessary, including benefits to the Town and the Work in the event the substitution is acceptable;
  - (3) The adjustment, if any, in the Contract Price, in the event the substitution is acceptable;
  - (4) The adjustment, if any, in the Contract Term or Time and the construction schedule in the event the substitution is acceptable;
  - (5) An affidavit stating that (1) the proposed substitution conforms and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings and (2) the Contractor accepts the warranty and

correction obligations in connection with the proposed substitution as if originally specified;

- (6) Proposals for substitutions must be submitted in triplicate to the Town in sufficient time to allow the Town no less than ten (10) working days for review; and
  - (7) No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.
- B. Substitutions and alternates may be rejected at the Town's discretion without explanation and will be considered only under one or more of the following conditions:
- (1) Required for compliance with interpretation of code requirements or insurance regulations then existing;
  - (2) Unavailability of specified products, through no fault of the Contractor; or
  - (3) Subsequent information discloses inability or specified products to perform properly or to fit in designated space;
  - (4) Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required; and
  - (5) When in judgment of the Town, that a substitution would be substantially to the Town's best interests, in terms of costs, time, or other considerations.
- C. Whether or not any proposed substitution is accepted by the Town, the Contractor must reimburse the Town for any fees charged by the Architect or other consultants for evaluating each proposed substitute. By making requests for substitutions based on the above, the Contractor:
- (1) Represents and warrants that the Contractor has personally investigated the proposed substitute product or Subcontractor and determined that it is equal or superior in all respects to the product or Subcontractor previously specified;
  - (2) Represents and warrants that the Contractor will provide the same warranty for the substituted product or for the workmanship of the substituted Subcontractor, as applicable, that the Contractor would have provided for the product or Subcontractor previously specified;
  - (3) Certifies that the cost data presented, in the form of certified quotations from Suppliers of both specified and proposed equipment is complete and

includes all related costs under this Contract, but excludes costs under separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

- (4) Agrees that the Contractor will coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete and in accordance with the Contract in all respects.
- D. Contractor shall not propose an item for substitution unless it is equal to or superior to the specified item or items in construction, efficiency, and utility. The opinion of the Town as to the equality or superiority of the item shall be final, and no substitute material or article shall be purchased or installed without the Town's written approval.
- E. In case of a difference in price, the Town shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit the Town with any savings to be obtained. However, the Town shall not be charged for any additional cost in the case of a price increase.

#### GR-30. REJECTION OF WORK AND MATERIALS

- A. All Work that is defective or deviates from the Drawings or Specifications will be rejected. All rejected Work shall be replaced immediately with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to the Town. If rejected Work is not removed within forty-eight hours from the date of letter of notification, the Town shall have the right and authority to stop the Work immediately and/or to arrange for the removal of said rejected Work at the cost and expense of the Contractor.
- B. Inspection of the Work shall not relieve the Contractor of any of its obligations, and defective Work shall be made good regardless of whether it has been previously inspected by the Town and accepted or estimated for payment. The failure of the Town to reject or condemn improper materials or workmanship shall not be considered as a waiver of any defect that may be discovered later.

#### GR-31. MATERIALS, SERVICES, AND FACILITIES

- A. The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment shall constitute a default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the Contract Time.

- B. Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer. Contractor shall promptly notify the Town of any conflict between the instructions of any manufacturer and the requirements of the Drawings or the Specifications.
- D. Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract. The source of supply for all such products shall be submitted to the Town, together with detailed descriptions thereof in the form of samples, shop drawings, tests, or other means necessary to adequately describe the items proposed. Approval by the Town of a manufacturer or supplier shall not constitute the approval of materials, supplies, or equipment obtained from such manufacturer or supplier if they do not comply with the requirements of the Contract. If, after trial or installation, it is found that sources of supply, even though previously approved by the Town, have not furnished products meeting the intent of the Contract, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.
- E. The Contractor shall confine operations to areas permitted by law, ordinances, permits and the Contract, and shall not unreasonably encumber the site with materials or equipment. The Contractor shall provide parking for all construction vehicles only within the construction limits as indicated on the drawings or make appropriate arrangements as permitted by law.
- F. Only materials and equipment which are to be used directly in the Work may be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it must be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.
- G. The Contractor and any entity for which the Contractor is responsible must not erect any sign on the Project site without the prior written consent of the Town, which may be withheld in the sole discretion of the Town.
- H. Contractor must ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, and for emergency response to the site of the Work and all adjacent areas. The Work must be performed, to the fullest extent reasonably possible, in such a manner that public

areas adjacent to the site of the Work are free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract, Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of any areas and buildings adjacent to the site of the Work, or the Project.

- I. Without prior approval of the Town, the Contractor shall not permit any worker to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Town for such use. Without limitation of any other provision of the Contract, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Town in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the Town in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems that may be caused by such compliance and suggesting alternatives through which the results intended by such portions of the rules and regulations can be achieved. The Town may, in the Town's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements applicable to the use and occupancy of the Project site.
- J. Unless otherwise provided in the Contract, Contractor shall provide and maintain a suitable office on the site for its own use and for the use of representatives of the Town. Contractor shall furnish sufficient heat, artificial light, ventilation and janitor's service, and shall also provide a table or desk, plan rack and chairs, all for the use of those visiting the job, in addition to such furnishings as he provides for his own use. Temporary offices and other structures shall be located where approved by the Town, and shall be removed from the premises upon completion of the Contract or earlier if so directed by the Town.
- K. Contractor may be required by the Town, at the beginning of Work, to provide, at the Project site, suitable and adequate temporary toilets and enclosure for use of workers on the job, shall maintain same in sanitary condition, and shall remove same at the completion of construction operations and/or when directed by the Town. Contractor shall not allow any sanitary nuisances to be committed in or about the site and shall enforce sanitary regulations of local and state health authorities.
- L. The Contractor shall cooperate with the Town in any required use of the property and arrange for storage of materials on the Project site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to its Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall, at its own expense move same as and when

directed by the Town.

- M. Unless otherwise instructed by the Town, the Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by the Contractor's performance of the Work. The Town's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Contract.

#### GR-32. UTILITIES DURING CONSTRUCTION

Contractor shall furnish all utilities and pay for all bills for utilities used during construction. Utilities shall include electric power, fuel of any sort used for heating, etc., telephone services, cable and internet, if necessary, and water. Contractor shall provide all temporary connections to utilities when not provided by the utility company or others at no additional cost to the Town. Contractor shall, if required by the Town, install and maintain at his own expense, a job telephone and communications equipment necessary for the execution of the Work for the Contract Time.

#### GR-33. TEMPORARY HEAT AND AIR CONDITIONING

The Contractor shall provide, at his own expense, temporary heat or air conditioning, as necessary, to protect all Work and materials against injury from heat, dampness or cold. Fuel, equipment and method of heating and cooling shall be satisfactory to the Town and shall not present a fire hazard. Contractor shall comply with the requirements in the Specifications for specific temperatures to be maintained.

#### GR-34. MAINTENANCE MANUAL

Contractor shall, prior to completion of Contract, deliver to the Town two (2) copies of a manual, assembled, indexed, and bound, for the Town's guidance, full details for care and maintenance of visible surfaces and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the Town in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this General Requirement.

#### GR-35. WEATHER CONDITIONS

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the Town, any work or materials shall have been damaged

or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

#### GR-36. LINES, GRADES, AND MEASUREMENTS

- A. Such stakes and markings as the Town may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings may, at the Town's discretion, shall result in the Contractor being charged for their replacement.
- B. The Contractor must exercise proper care and caution to verify the grades and figures furnished by or on behalf of the Town before proceeding with the Work, and shall be responsible for any damage or defective work caused by its failure to exercise such care and caution. Contractor shall promptly notify the Town of any errors or discrepancies it may discover in order that the proper corrections may be made.
- C. Before ordering materials or doing work, the Contractor shall measure and verify the dimensions and locations of all existing structures, substrata, and features that affect the Work and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Contractor shall promptly notify the Town of any difference which may be found, and shall obtain direction from the Town before proceeding with the affected Work.

#### GR-37. CLEANING UP

- A. The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the Town.
- B. If the Contractor fails to clean up, as provided in the Contract, the Town may do so, and the cost thereof shall be charged to the Contractor. Contractor shall ensure that neither it, its Subcontractors, nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the Town's advance written approval. Contractor agrees to ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that Contractor, its Subcontractors or their employees or agents, bring onto or generate at the Project Site are handled in accordance with all applicable laws.
- C. The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor

shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the Town.

- D. In addition to removing rubbish on a periodic basis and leaving the building broom clean, the Contractor shall clean all tile and glass; replace broken glass; remove stains, paint spots, and dirt from all Work; clean and polish all plumbing fixtures and equipment; and remove all temporary protection items. To the maximum extent reasonably possible, the Contractor shall keep the interior of the building free of combustible materials as the Work progresses.
- E. The Contractor shall maintain and keep clean at all times the immediate approach to the Project site, including the roads abutting the Project site.

#### GR-38. BARRICADES

- A. Contractor shall provide barricades and protective barriers around excavations, so that the public is adequately warned of such hazards. Lanterns shall remain lighted from sundown to sunrise and at all other times when the labor forces are not on the job site.
- B. Delivery of construction materials and equipment shall be only to locations approved by the Town.

#### GR-39. NO THIRD-PARTY BENEFICIARY

Except as expressly and specifically set forth herein, this Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right.

#### GR-40. SEVERABILITY

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

#### GR-41. INTERPRETATION

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of

construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

#### GR-42. PRIOR CONTRACTS; CONFLICT IN DOCUMENTS

The Contractor may in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the General Requirements of the Contract; the Specifications; the Drawings, as between schedules and information given on the Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern; and detailed Drawings shall govern over general Drawings; and the Bid Document Package.

#### GR-43. ENTIRE AGREEMENT

This Contract constitutes the sole contract between the Town and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order or Field Order. No verbal agreement or conversation with any officer, agent, or employee of the Town, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order or Field Order shall be enforceable unless approved by official action of the Town as provided by law or in this Contract.

#### GR-44. COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

#### GR-45. VENUE

The courts of Barrow County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

## GR-46. RIGHT TO AUDIT

The Town shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The Town also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the Town or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the Town.

ATTACHMENT B

**CONTRACTOR'S BID PRICE FORM**

ATTACHMENT C

**Contractor Affidavit under O.C.G.A. §13-10-91**

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 TOWN OF BETHLEHEM, GEORGIA 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 Term 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. 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

TOWN OF BETHLEHEM  
\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_

Sample Contract

ATTACHMENT D

**Subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (insert name of Contractor) on behalf of the TOWN OF BETHLEHEM, GEORGIA 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 Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor 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 Subcontractor

\_\_\_\_\_  
Name of Project

TOWN OF BETHLEHEM, GEORGIA  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

Sample Contract

ATTACHMENT E

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of Contractor) on behalf of TOWN OF BETHLEHEM, GEORGIA 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 sub- subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub- subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub- subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor 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 Sub-subcontractor

\_\_\_\_\_  
Name of Project  
TOWN OF BETHLEHEM, GEORGIA

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

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

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT F**

**CERTIFICATE OF CORPORATE AUTHORITY**

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_(hereinafter referred to as the “\_\_\_\_\_”), an \_\_\_\_\_organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_of the corporation, to enter into and execute the following described agreement with the Town of Bethlehem, a political subdivision of the State of Georgia:

\_\_\_\_\_;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_\_.

(CORPORATE  
SEAL)

\_\_\_\_\_  
(Secretary)

Sample Contract

**ATTACHMENT F**

ARTICLES OF ORGANIZATION

(Insert)

**ATTACHMENT F**

**CERTIFICATE OF AUTHORITY – JOINT VENTURE  
(Separate Certificate to be submitted by each joint venture partner)**

I, \_\_\_\_\_, <sup>(1)</sup> certify that

1. I am the \_\_\_\_\_ <sup>(2)</sup> of \_\_\_\_\_, <sup>(3)</sup> (hereinafter “Venturer”);
2. Venturer is a partner and participant in the joint venture named as Contractor in that certain Contract for Construction dated \_\_\_\_\_ with DeKalb County, issued pursuant to Invitation to Bid or Request for Proposal No. \_\_\_\_\_;
3. Venturer is organized and incorporated to do business under the laws of the State of \_\_\_\_\_;
4. \_\_\_\_\_, who executed this Contract on behalf of the Contractor was, then and there, \_\_\_\_\_; and
5. Said Contract was duly signed by said officer for and in behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.
6. I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

---



---



---

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

**INSTRUCTIONS:**

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP) of Venturer.
2. Title of person executing Certification.
3. Name of joint venture partner.

**MAKE COPIES OF THIS FORM AND SUBMIT A SEPARATE FORM FOR EACH JOINT VENTURE PARTNER.**

## Sample Contract

ATTACHMENT G  
(Consists of 3 pages)**PERFORMANCE BOND AND ACCOMPANYING POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ [*Insert name of contractor*] (hereinafter called the “Principal”) and \_\_\_\_\_ [*Insert name of surety*] \_\_\_\_\_ (hereinafter called the “Surety”), are held and firmly bound unto \_\_\_\_\_ County (hereinafter called the “County”) and their successors and assigns, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Town, awarded by the Bethlehem Governing Authority on \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for **ITB 24-05 2024 Street Resurfacing Project (365 Day Contract)**, more particularly described in the Contract (hereinafter called the “Project”); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all change orders, modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Town to be, in default under the Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with the terms and conditions; or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Town of the lowest responsible bidder, arrange for a contract between such bidder and County and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Town the funds required by this Paragraph prior to the payment of the Town of the balance of the contract price, or any portion thereof. The term “balance of the contract price,” as used in this paragraph, shall mean the total amount payable by the Town to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Town to the Contractor; or, at the option of the Town; or
3. Allow City to complete the work and reimburse the Town for all

## Sample Contract

reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Town from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Town may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Town in making good any such failure to performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Town to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

The Surety's obligations under this bond include all of the Contractor's duties under the Contract, including without limitation its maintenance and guarantee obligations.

No right of action shall accrue on this bond to or for the use of any person, entity, or corporation other than the Town and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. §36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Town beyond that contemplated by O.C.G.A. §36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Town, whether or not such protection is found in the applicable statutes.

If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this day of \_\_\_\_\_, 20 .

**PRINCIPAL**

By: \_\_\_\_\_(SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_(SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_

*[Attach Original Power of Attorney]*

ATTACHMENT H  
(Consisting of 3 pages)  
**PAYMENT BOND AND ACCOMPANYING POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ *[Insert name of contractor]* (hereinafter called the “Principal”) and \_\_\_\_\_ *[Insert name of surety]* (hereinafter called the “Surety”), are held and firmly bound unto the Town of Bethlehem, Georgia, (hereinafter called the “Citty”), its successors and assigns as obligee, in the penal sum of \_\_\_\_\_ *[Insert contract amount]*, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Town, awarded by the Town of Bethlehem Governing Authority on \_\_\_\_\_ *[insert date of award]* which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for the construction of a project known as **ITB 24-05 2024 Street Resurfacing Project (365 Day Contract)**, as more particularly described in the Contract (hereinafter called the “Project”);

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any Subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any Subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a claim against the Town, or the property of the Town, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Town, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alternations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and

Sample Contract

immediately, without formal or separate amendments hereto, upon any amendment or modification to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

- 5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
- 6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
- 7. This Bond is intended to comply with O.C.G.A. §36-91-90, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Town beyond that contemplated by O.C.G.A. §36-91-90, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Town, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By: \_\_\_\_\_ (SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

ATTEST:

\_\_\_\_\_  
Corporate Secretary

SURETY

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_

Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

WITNESS:

\_\_\_\_\_

*[Attach Original Power of Attorney]*

Sample Contract

ATTACHMENT I

**COPIES OF REQUIRED INSURANCE POLICIES  
WITH  
DECLARATION PAGE(S)**

ATTACHMENT J

**OTHER REQUIRED DOCUMENTS**

**EXHIBIT I**

**MINIMUM TECHNICAL SPECIFICATIONS**

## **2026 MUNICIPAL STREET WORK FOR BETHLEHEM MINIMUM TECHNICAL SPECIFICATIONS**

### **GENERAL CONDITIONS**

The scope of work to be performed under the provisions of these contract documents consists of furnishing all materials, machinery, equipment, tools, and the performance of all necessary labor, including all work appurtenant thereto but is not necessarily limited to, the patching, milling, leveling, repair and resurfacing of various roads located in Bethlehem, Georgia.

The work to be performed under this contract document shall be located in various parts of Bethlehem, Georgia. For a list of locations see Exhibit III. Requirements of the Minimum Technical Specifications. Work site access shall be granted by the Contractor. The Town shall at all times have access to the Work wherever it is in preparation or in progress. The Contractor shall provide proper facilities for such access when instructed by the Mayor.

All materials shall be certified. The Town may require and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

The Contractor shall observe all restricted hours where specified when performing work on County roads. All cost for restricted work hours shall be borne by the Contractor. The Contractor must adhere to the Town Ordinances pertaining to roads with restricted work hours. The Working hours will be 9:00 A.M. – 4:00 P.M. (Monday – Friday). There will be no working hours on Sundays and City- observed holidays. Contractor is permitted to work outside the contract hours for extended workdays or Saturday work upon notification to and approval of the Mayor. It shall be the Contractor's responsibility to provide all necessary specialized equipment such as lights, personnel, labor, and notifications to perform all activities when working during restricted hours.

Work shall commence within ten (10) days from the receipt of the written Notice to Proceed.

After notification of award and prior to start of any work, the Contractor shall submit a proposed construction schedule to the Mayor for approval. The construction schedule shall be in the form

of tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the projects. These include, but are not limited to, estimated start and completion dates of various activities.

The Contractor shall execute this Contract with all necessary equipment and personnel to complete the work in three hundred sixty five (365) calendar days. Failure or delay in completing work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed in accordance with GDOT Standard Specifications Construction of Transportation System, Edition 2001, Section 108.08, "Schedule of Deductions for Each Day of Overrun in Contract Time". A penalty of six hundred dollars (\$600.00) per day shall be charged to the Contractor for each day exceeding three hundred sixty five (365) days.

The list provided in this ITB is an estimate of the work to be completed.

#### **ADDITIONAL RESPONSIBILITIES**

It shall be the Contractor's responsibility to conform with all the requirements of the Specifications as they relate to cooperation with the utility owners and the utility locations that exist on the site.

It shall be the Contractor's responsibility to coordinate his work with any work to be performed by the utility owners or others in any right-of-way clearance and to arrange a schedule of operations that will allow for the completion of the project without any undue delay.

The Contractor will not be compensated for any delay or damage caused by utility owner's failure to remove or relocate the utility facilities, obstruction, or any other item to clear construction in advance of this work.

All items which must be removed during construction and are not specifically shown to be paid for otherwise, shall be removed and the cost shall be included in other work. No claims will be considered for extra compensation.

The Contractor will perform all work necessary for temporary striping. All temporary striping shall be in compliance with "Manual on Uniform Traffic Control Devices for Streets and Highways (Current Edition) and GDOT Standards.

The Contractor shall submit a one-week lookahead schedule every Thursday detailing scheduled activities for the upcoming week. This schedule should accurately represent the intended work and cannot be vague or broad such as listing every road in the contract.

The contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The contractor shall be responsible for installing notification signs at all entrances to subdivisions that are to be resurfaced. The notifications are to be installed at least twenty-four (24) hours prior to commencement of work. The signs will be furnished by the Contractor. Signs shall be installed on temporary metal stakes driven in the ground or on metal tripods. Signs are to remain in place until contracted work has been completed and accepted. No separate payment will be made for this work.

The flow of traffic will be maintained at all times during construction by permitting at least one lane of traffic to move through the construction site. All flagmen, warning signs, barricades and lights necessary to control the traffic and protect the public shall be furnished by the Contractor. All traffic control devices will be in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways (Current Edition). Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience, and safety are to be included in the topping asphalt bid item. No separate line item will be included for traffic control.

It shall be the Contractor's responsibly to protect driveways, sidewalks, curbs and catch basins during construction. Damaged or broken driveways sidewalks, curbs or catch basins shall be replaced or repaired at the Contractor's own expense.

The contractor shall be responsible for the preservation of all public and private property, crops,

fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the work and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in all the execution of the work, or in consequence of the non-execution thereof by the contract, the contractor shall be responsible to restore, at the contractor's expense, such property to a condition similar or equal to the existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

The contractor shall use considerable care in protecting the riding surface of all roadways. Gouges, edge failures and curb damage will be corrected to the satisfaction of the Mayor at no additional cost to the Town.

Any clearing, grubbing, temporary grassing and erosion control items that are necessary to the Project will be considered a part of other payment items and will be provided to the satisfaction of the Mayor at no additional cost to the Town. All grassing will be replaced in kind, or as directed by the Mayor. In areas that have been previously paved, edges are to meet flush and a coating of topping asphalt mix shall be applied to existing pavement to blend with new pavement.

The Contractor shall take considerable care when milling near signalized intersections and shall not damage or destroy any traffic signal sensor loops. This includes both presence and set back loops. Any damage to traffic signal sensor loops shall be repaired at the Contractor's expense. Any damage to traffic signal loops shall be reported to the Mayor immediately.

In the event that compliance with the objectives stated herein, or herein or contained in the Contractor's approved alternate Sequences of Operations, GDOT Standard Specifications, Section 150 is not achieved, the Mayor will close down all operations being performed except traffic control and erosion control. The Town may also withhold any payments due, when necessary, until all the requirements herein have been met.

## **GENERAL CONSTRUCTION GUIDELINES & SPECIAL PROVISIONS**

1. The Contractor shall comply with the following construction guidelines and special provisions for this project:
  - a. Manual for Uniform Traffic Control Devices for Streets and Highways, Millennium Edition (MUTCD) Georgia Department of Transportation, Current Edition.
  - b. Georgia Department of Transportation (GDOT Standard Specifications Current Edition).
  - c. Georgia Department of Transportation Special Provision Sections 150, 400, and 828 along with GDOT Special Provision 402 shall be included in this bid document for your convenience.
2. The above listed specifications may be reviewed online. Direct links are provided as Exhibit IV, GDOT Specifications.
3. If there is a conflict between the Special Provisions for Bethlehem and the GDOT Standard Specification, Current Edition or the GDOT Special Provisions, the updated GDOT Special Provisions shall govern.
4. In addition to the contract documents, the Contractor shall perform the Work in accordance with the Georgia Department of Transportation Standard Specifications, Current Edition, unless Special Provisions and contract notes contained herein state otherwise.
5. All traffic directions, signage and safety procedures shall be consistent with the Manual for Uniform Traffic Control Devices for Streets and Highways, Millennium Edition (MUTCD) and the Georgia Department of Transportation, Current Edition and Georgia Department of Transportation (GDOT) Standard Specifications, Current Edition.
6. The Contractor shall cooperate with the utility owners and the utility locations that exist on the site in compliance with Georgia Department of Transportation Standard Specifications, Section 105. All preparatory work, cleaning, tacking, and temporary pavement markings shall be considered incidental to the work and no additional cost to the Town shall be incurred.

7. Any complaints by the residents of Bethlehem shall be reported to the Mayor and receive immediate response from the Contractor.

**DEFINITIONS AND SPECIAL PROVISIONS FOR BETHLEHEM SECTION 101-  
DEFINITIONS AND TERMS:**

Unless otherwise directed all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, Current Edition, and the Special Provisions and Supplemental Specifications modifying the Current Edition will be modified as indicated below:

NONE.

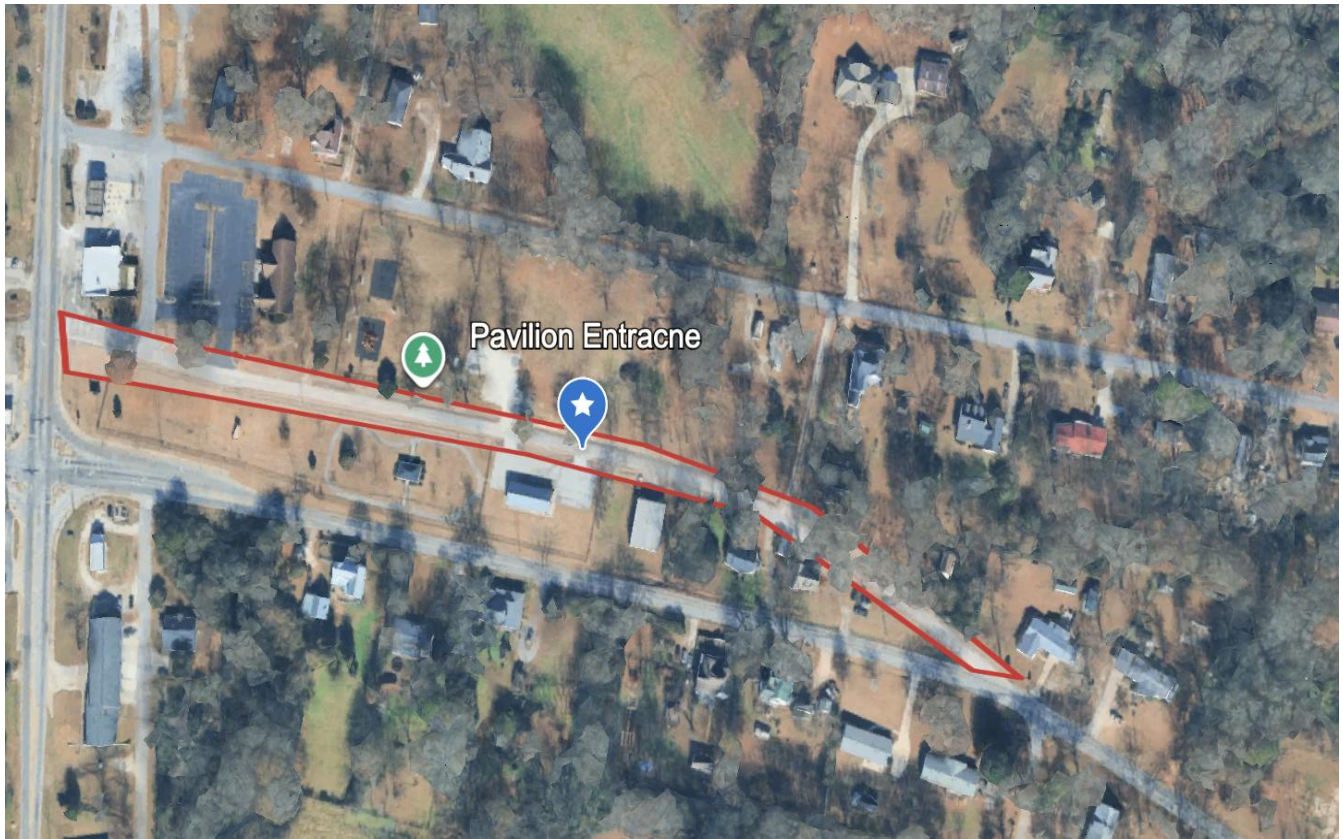
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## **EXHIBIT II**

### **2026 MUNICIPAL STREET WORK LIST**

#### **Shepherd Street**

The contractor is to perform the following work, including design, traffic control, and necessary erosion control: Shepherd Street is to be resurfaced in its entirety. Shepherd Street is to be widened to 24 feet in the Town right of way from GA SR11 to the entrance of the Town pavilion parking denoted in the image below. A 4 foot wide sidewalk is to be added in the Town right of way between GA SR11 and the entrance of the Town pavilion parking lot denoted in the image below. Stormwater drainage is to be redesigned to accommodate the new sidewalk. From denoted in the image below to East Star Street, Shepherd street is to be remarked as a one-way street with traffic routed in the direction of East Star Street. The gravel parking lot attached to Shepherd Street is to be paved and striped with signage for handicap-accessible parking spaces. A crosswalk is to be added at the entrance to the newly paved parking lot. Three speed tables are to be added between GA SR 11 and East Star Street. The intersection of Shepherd Street and East Star Street is to be redesigned for optimal sight distance and turning.



Shepherd street is outlined in the above image in red, and the pavilion entrance described above is denoted with the blue star icon.

### **Angel Street**

The contractor is to perform the following work including design, traffic control, and necessary erosion control: Remove existing reflectors and add 5 speed tables between GA SR 11 and David Avenue.

### **Harrison Mill / David Avenue**

The contractor is to perform the following work including

design, traffic control, and necessary erosion control: Identify specific areas in need of resurfacing and resurface and restripe approximately 500 feet of roadway.

### **East Star Street**

The contractor is to perform the following work including design, traffic control, and necessary erosion control: Identify specific areas in need of resurfacing and resurface and restripe approximately 500 feet of roadway.

### **King Avenue**

The contractor is to perform the following work including design, traffic control, and necessary erosion control: Repair existing culvert with new head wall, riprap, and regrading as necessary.

### **West Star Street**

The contractor is to perform the following work including design, traffic control, and necessary erosion control: Repair existing culvert with new head wall, riprap, and regrading as necessary.

### **McElhannon Avenue**

The contractor is to perform the following work including design, traffic control, and necessary erosion control: Resurface McElhannon Ave between the Town limits and GA SR 11.

## **EXHIBIT III**

### **GDOT STANDARD SPECIFICATIONS**

Link to the Georgia Department of Transportation  
Standard Specifications:

<http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf>

Link to the Georgia Department of Transportation  
Supplemental Specifications Modifying the Standard  
Specifications:

[http://www.dot.ga.gov/PartnerSmart/Business/Source/special\\_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf](http://www.dot.ga.gov/PartnerSmart/Business/Source/special_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf)

Link to the Georgia Department of Transportation Special  
Provisions:

<http://www.dot.ga.gov/BuildSmart/Projects/Documents/I285SR400/Contracts/A7a%20GDOT%20Special%20Provisions.pdf>