

NOTICE TO CONTRACTORS

The City of Clarkston, Georgia (“City”) will receive bids via Bidnet Direct for all material, labor, equipment and related services to successfully accomplish the following work: **“Street Resurfacing and Striping – FY 25 LRA”**. This work generally entails asphalt deep patching, street utility adjustments, milling, leveling, resurfacing and striping on various city streets. Project is funded with GDOT LRA and City SPLOST II funds.

The project shall be Substantially Complete within **60 calendar days** from the date of notice to proceed. Liquidated damages of \$500 per day will be assessed for each calendar day for which the completion of the project is delayed beyond the **60 calendar days; except for quantifiable weather events or delays due to city actions**.

The City will receive bids until 3:00 PM; October 20, 2025 via BidNet Direct (<https://www.bidnetdirect.com>). Bids received after that this date and time will not be accepted. Bids will be publically opened. Unofficial bid results will be posted on the City web site. A pre-bid conference will not be held

A 5% bid bond is required.

Payment & Performance Bonds will be required on this project.

An “Instruction to Bidder” and “Contract ITB” documents in the ITB must be completed and submitted with the bid.

All questions regarding the bid documents shall be made via BidNet Direct. The deadline to submit questions is no later than 5:00 PM; October 6, 2025. The City will post all “Response to Questions and/or Addenda”, if applicable, on Bid.net; by no later than 5:00 PM, October 7, 2025.

The selected bidder must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. The City strongly encourages the use Disadvantaged Business Enterprise firms.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. If the contract is awarded, it will be awarded to the lowest and most reliable bidder whose proposal shall have met all the prescribed requirements.



Street Resurfacing and Striping – FY 25 LRA

INSTRUCTIONS TO BIDDERS

All spaces below are to be completed **AND** the “Contract for ITB” must be signed, completed and submitted as identified in Section 2 of the “Contract for ITB”.

Failure to sign and return the Contract for ITB and all Attachments as indicated may cause rejection of the Bid.

Bidder Information

Company Name: _____

Address: _____

Telephone: _____

Email: _____

Contact Name: _____

Signature: _____

The Delivery of the bid shall be via BidNet Direct. FAILURE TO RETURN THE “CONTRACT FOR ITB DOCUMENTS” AND ALL OTHER REQUIRED SUBMITTALS MAY RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION

All **Work** performed for this project will be in accordance with the Georgia Dept. of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems, 2001 Edition, any modifications identified in the **Bid** or Contract document .

The **Prime Bidder** shall be responsible for performing with his own organization at least **Fifty-One (51%)** of the **Work** in this contract. The **Prime Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the CITY.

The **Prime Bidder** MUST be pre-qualified with the Georgia Department of Transportation in order to submit a bid on this project. Documentation must be provided to the City which reflects projects similar to the project herein was performed by the **Prime Bidder**. **Refer to the bid package for additional clarification on project experience.**

The City of Clarkston reserves the right to reject all **Bids** and to waive formalities. Any claims for cost incurred by any **Bidder** in preparation of any part of or total package for this project will not be considered for reimbursement by City of Clarkston.

CONTRACT FOR ITB
(to be submitted with bid)
Street Resurfacing and Striping – FY 25 LRA

This **CONTRACT** made and entered into this _____ day of _____, 2025 by and between the City of Clarkston, (Party of the First Part, hereinafter called the “City”), and -
_____ Party of the Second Part, hereinafter called the “Contractor”).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERMS:

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 60 calendar days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. ATTACHMENTS:

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the Contract documents. **Exhibit documents required with bid submittal are identified below:**

Exhibit A:	General Conditions (to be submitted with bid)
Exhibit B:	Determination of Responsibility (to be submitted with bid)
Exhibit C:	Bond Documents
Exhibit D:	Georgia Security and Immigration Compliance Affidavit. (to be submitted with bid)
Exhibit E:	Drug-Free Workplace (to be submitted with bid)
Exhibit F:	Affidavit Verifying Status for Public Benefit Application (to be submitted with bid)
Exhibit G:	Bid Documents: References and Subcontractor Form (to be submitted with bid)
Exhibit H:	Non-Collusion Affidavit (to be submitted with bid)
Exhibit I:	Clarkston Project Specifications
Exhibit J:	Bid Schedule of Items (to be submitted with bid)
Exhibit K:	Bid Form & Addendum Acknowledgement (to be submitted with bid)
Exhibit L:	Location Maps

3. PERFORMANCE:

Contractor agrees to furnish all skill and labor of every description necessary to carry and perform the services in accordance with the Contract Documents (the “Work”).

4. PRICE:

The City agrees to pay the Contractor following receipt by the City of a detailed invoice reflecting the actual work performed by the Contractor, provided, however, Contractor guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.

5. INDEMNIFICATION AND HOLD HARMLESS:

[See Section 13 of Exhibit A. --- General Conditions]

Contractor further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, city's project engineer and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Contractor, as allowed under the law.

6. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provide by law.

7. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Contractor. In the event of the City's termination of this Contract for convenience, the Contractor will be paid for those services actually performed.

Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:

The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Contractor. In the event of the City's termination of this Contract for fund appropriation, the Contractor will be paid for those services actually performed.

Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-contractor for standard commercial supplies of raw materials.

10. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-contractor for standard commercial supplies of raw materials.

11. ASSIGNMENT:

The Contractor 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 consent of the City in writing.

12. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

13. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

14. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

City of Clarkston, Georgia

By: _____
Beverly H. Burks
Mayor

ATTEST: _____
TOMIKA LEWIS
CITY CLERK

APPROVED AS TO FORM:

Steven Quinn., City Attorney

Date _____

CONTRACTOR:

Signature _____

Print Name _____

Print Title _____

ATTEST:

Signature

Print Name _____

Print Title _____

Date _____

EXHIBIT A

GENERAL CONDITIONS

(to be submitted with bid)

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Clarkston Specific Specifications hereto as Exhibit I.

2. REGULATIONS

- 2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2.2 The Contractor shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.
- 2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 2.4 The Contractor will comply with the City of Clarkston's Financial Management and Purchasing Policies.
- 2.5 Contractor will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

- 3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 7:30 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. Contractor may choose to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 72 hours in advance of their projected work schedule for non-standard hours. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.
- 3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.
- 3.3 The City may order the Contractor to suspend, delay, or interrupt all or any part of the work on for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days that work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. CONTRACTOR'S PERSONNEL

- 4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the

EXHIBIT A

GENERAL CONDITIONS

- Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- 4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.
- 4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee (s) including staff that can speak English with the city's project inspector.
- 4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City if requested.
- 4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.
- 4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.
- 4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.
- 4.8 While working on city property all Contractor's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- 4.9 Designation of Supervisor-the Contractor shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be _____.
- 4.9.1 The Supervisor shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.
- 4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.

EXHIBIT A

GENERAL CONDITIONS

- 4.9.3 In the event that the designated Supervisor terminates employment with the Contractor or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
- 4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Contractor to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

- 6.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.
- 6.2 The Contractor's personnel shall perform work in compliance with all Federal, State, and City of Clarkston regulations.
- 6.3 Dates for commencement and completion of work shall be coordinated with the City's Engineer.
- 6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.
- 6.5 The Contractor shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

- 7.1 In the course of performing the contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.
- 7.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who

EXHIBIT A

GENERAL CONDITIONS

have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.

- 7.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.
- 7.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.
- 7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

- 10.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.
- 10.2 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Contractor shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.
- 10.3 The Contractor shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.

EXHIBIT A

GENERAL CONDITIONS

- 10.4 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.
- 10.5 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Contractor hereunder.
- 10.6 The Contractor shall submit all invoices electronically to the City of Clarkston's Project Engineer; kaiser@co-infra-services.com with a copy to the Finance Director; chammonds@cityofclarkston.com.
- 10.7 The Contractor will agree to comply with the City of Clarkston's Financial Policies and Purchasing Policy, to the extent applicable.
- 10.8 The Contractor agrees that the compensation provided herein shall be full and final settlement of all claims arising against Clarkston for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.
- 10.9 The Contractor will be required to attach a "Project Delay" tracker spreadsheet with each invoice. City Engineer and Contractor to discuss and concur with any applicable delays submitted with each invoice. City to provide the spreadsheet template.

11. COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Clarkston, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.

EXHIBIT A

GENERAL CONDITIONS

- 11.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.
- 11.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the city or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

- 13.1 The Contractor shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees, city Project Engineer and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in

EXHIBIT A

GENERAL CONDITIONS

favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interest, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both name parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the foregoing indemnity, any claim for indemnity by the City for claims of third parties alleging harm due to the professional services provided by Contractor, to the fullest extent permitted by law, Contractor shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Contractor or its sub-Contractors in the performance of professional services under this Agreement.

- 13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.
- 13.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in

EXHIBIT A

GENERAL CONDITIONS

consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in the performance of the Contract.

- 13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.
- 13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- 13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.
- 13.7 Insurance**
- 13.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council) officers agents, and employees of each, from and against any and all liabilities

EXHIBIT A

GENERAL CONDITIONS

arising out of or in connection with the Contractor's performance of the Contract work:

- (1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and
- (2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$3,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

13.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000 if the Contract is \$1,000,000 or more unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000 unless approved by the City Manager.

13.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their member (including, without limitation, members of the City's Council, officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

13.7.1.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception

EXHIBIT A

GENERAL CONDITIONS

date and until such time as the Statute of Limitations has run for the work done on the project.

13.7.4 Health Insurance. Not applicable.

13.7.5 Garage Liability Insurance. Not applicable.

13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

13.7.7 Crime Coverage. Not applicable.

13.7.8 Pollution Liability Insurance. Not applicable.

13.7.9 Deductibles. The Contractor's policies of insurance required by this Section 13.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Contractor pays the deductible prior to its insurer's payment of the claim.

13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall be provided that they are primary insurance with respect to any other valid insurance the City may possess and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a

GENERAL CONDITIONS

certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

14. LIABILITY INSURANCE

- 14.1 The Contractor shall be required to provide the bonds as dictated in the Procurement Documents.
- 14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

- 15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good-faith negotiation by the City and Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Contractor and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.
- 15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

GENERAL CONDITIONS

16. SUBCONTRACTORS

- 16.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City. The City approves the sub-Contractors listed in the Statement of Qualifications.

- 16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.
- 16.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

- 17.1 In the event that:
- 17.1.1 the Contractor shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or
- 17.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or

EXHIBIT A

GENERAL CONDITIONS

- 17.1.3 the Contractor's occupational or business license shall terminate, or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 17.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or
- 17.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 17.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 17.1.7 there is an assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or
- 17.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.
- 17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the

GENERAL CONDITIONS

provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

- 17.3 Bankruptcy and Liquidation – In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty(60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.

Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto,

EXHIBIT A

GENERAL CONDITIONS

the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Representative to serve in that capacity in the absence of the City Manager, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the Representative have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

20.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand-delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Clarkston, GA
ATTN: City Manager
736 Park North Boulevard
Suite 120
Clarkston, GA 30021

EXHIBIT A

GENERAL CONDITIONS (to be submitted with bid)

Contractor

- 20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

- 21.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Contractor shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

21.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

EXHIBIT A

GENERAL CONDITIONS

21.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 Incorporation of Provisions, The Contractor shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached

EXHIBIT A

GENERAL CONDITIONS

to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Clarkston Specifications in Exhibit I, (v) the Invitation to Bid, and (vii) the Bid Form.

- 23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.
- 23.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
- 23.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

EXHIBIT A

GENERAL CONDITIONS

- 23.6 The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.
- 23.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.
- 23.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City or the city's consulting Project Engineering team.
- 23.12 The Contractor shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.
- 23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the

EXHIBIT A

GENERAL CONDITIONS

City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

- 23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.
- 23.15 The Contractor is an Independent Contractor, and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.
- 23.16 The Contractor and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and /or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole

EXHIBIT A

GENERAL CONDITIONS

discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Contractor has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

- 23.17 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.
- 23.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.
- 23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

EXHIBIT A

GENERAL CONDITIONS

- 23.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Contractors.
- 23.23 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 23.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and /or services from the Contractor in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or the city's Project Engineer firm or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy or the City's policy. Rebates normally or

EXHIBIT A

GENERAL CONDITIONS

routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

- 24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tier subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

End of Exhibit A

EXHIBIT B
INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY
(to be submitted with bid)

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the bid.

1. History and Organizational Structure of the Firm

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Clarkston for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in DeKalb County, Georgia. Also, the contractor will be required to purchase a business license in the city each fiscal year that work is occurring in the city. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. References

List as references (names, addresses, contact persons and phone numbers) a minimum of two (2) government municipalities or other clients of similar size and nature to City of Clarkston for which a resurfacing project was completed. GDOT pre-qualification is required.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract. Subcontractors (s) must also be GDOT pre-qualified.

4. Previous Default

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

EXHIBIT C
BOND DOCUMENTS

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Clarkston. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

EXHIBIT C
BOND DOCUMENTS
(to be submitted with bid)
BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor) _____

(Address of Contractor) at

(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

City of Clarkston, Georgia
736 Park North Boulevard
Suite 120
Clarkston, Georgia 30012

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 City of Clarkston,
Georgia, a proposal for furnishing materials, labor and equipment for:

Invitation to Bid
Street Resurfacing and Striping – FY 25 LRA

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 City of Clarkston, Georgia, and execute a sufficient and satisfactory
Performance Bond and Payment Bond payable to the City of Clarkston, Georgia, each in an
amount of 100% of the total Contract Price, in form and with security satisfactory to said the
City of Clarkston, 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 City of Clarkston,

EXHIBIT C

BOND DOCUMENTS

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)

(SEAL)

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

(Principal)

BY: _____

(Address)

EXHIBIT C
BOND DOCUMENTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership 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:

The City of Clarkston Georgia

(Name of Obligee)

736 Park North Boulevard; Suite 120, Clarkston, GA 30021

(Address of Obligee)

Hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for _____.

EXHIBIT C

BOND DOCUMENTS

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Oblige, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one year after the acceptance of the sidewalk construction and paving covered by the Contract by the proper authorities.

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

EXHIBIT C
BOND DOCUMENTS

Signed, sealed, and dated this _____ day of _____, 2025
ATTEST:

(Principal Secretary)
(Seal)

(Principal)

By: _____

(Witness to Principal)

(Address)

(Surety)

ATTEST

BY:

Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

EXHIBIT C
BOND DOCUMENTS
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

(Name of Contractor)

(Address of Contractor)

(Corporation, Partnership 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:

The City of Clarkston, Georgia

(Name of Obligee)

736 Park North Boulevard; Suite 120, Clarkston, GA 30021

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____ Dollars (\$ _____), in lawful money of 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.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____ for: _____.

EXHIBIT C

BOND DOCUMENTS

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

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. Seq. and SS 36-86-101, et Seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 2025

ATTEST:

(Principal)

(Principal Secretary)

(Seal)

By: _____

(Witness to Principal)

(Address)

(Surety)

EXHIBIT C
BOND DOCUMENTS

ATTEST:

(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(Seal)

(Address)

(Witness as to Surety)

(Address)

End of Exhibit C

EXHIBIT D
(to be submitted with bid)
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: _____

Address: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Clarkston within five (5) business days after any subcontractor(s) is/are retained to perform such service.

E Verify™ Company Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE

_____ DAY OF _____, 202__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

*** or any subsequent replacement** 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.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 202__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

End of Exhibit D.

EXHIBIT E
(to be submitted with bid)
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-free Workplace Act”, have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor’s employees during the performance of the Contract; and
- (2) Each Contractor who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
“As part of the subcontracting agreement with _____ (Contractor),
_____ (subcontractor) certifies to the Contractor that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03.”

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

Company Name

BY: Authorized Officer or Agent Date
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

End of Exhibit E.

EXHIBIT F
(to be submitted with bid)
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

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

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

1. _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____

Date: _____

Printed Name: _____

* Alien Registration number for non-citizens: _____

**** PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20____,

Notary Public:

My Commission Expires: _____

* Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

End of Exhibit F.

EXHIBIT G
(to be submitted with bid)
REFERENCES
Street Resurfacing and Striping – FY 25 LRA

Please provide as references, the names of at least two (2) clients you have provided similar services for at least three (3) years:

1. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

2. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

3. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

EXHIBIT G
SUBCONTRACTORS
Street Resurfacing and Striping – FY 25 LRA

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

2. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

3. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

4. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

5. Company Name: _____
 Address: _____
 Contact: _____ Phone: _____

End of Exhibit G.

EXHIBIT H
(to be submitted with bid)
NON-COLLUSION AFFIDAVIT
Street Resurfacing and Striping – FY 25 LRA

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

(Bid Number)

ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

End of Exhibit H.

EXHIBIT I
CLARKSTON- SPECIFIC SPECIFICATIONS

PURPOSE – INTENT – PROJECT DESCRIPTION

The City of Clarkston’s purpose with this ITB is to select a qualified asphalt resurfacing contractor to successfully mill and resurface 5 city streets, deep patch and resurface a section of East Ponce de Leon and to re-stripe 2 city streets. Refer to Exhibit A for Project Location Maps.

FY 25 LAR RESURFACING PROJECT
Asphalt Quantity Table

STREET NAME	FROM	TO	AVG WIDTH (ft.)	LENGTH (ft.)	MILLING DEPTH (IN.) Variable	MILL (SY)	9.5 MM Spread rate; 135 lbs/sy	19 MM Spread Rate; 220 lbs/SY	LEVELING 9.5 Type II Spread Rate – 85 lbs/SY 2
Debelle St.	Market St	North Indian Creek Dr	24	750	1.5 - 2	2000	135	0	85
Ridgeland Trail	Maclaren Dr.	Dead End	23	550	1.5 - 2	1406	95	0	60
Vaughan St	Hill St.	Montreal Rd	24	1100	1.5 - 2	2933	198	0	125
Mell Ave	Mell Ave	Dead End	27	445	1.5 - 2	1335	90	0	57
Casa Ct.	Casa Dr.	Dead End	24	210	1.5 - 2	560	38	0	24
East Ponce de Leon	4062 East Ponce de Leon	4050 East Ponce de Leon	30	160	6.0 to 8.0	934	126	206 1	0
SUB-TOTAL				3,225		9168	682	206	351
10% CONTINGENCY FOR UNFORESEEN SITE CONDITIONS						917	68	21	35
TOTAL						10,085	750	227	386

Note: **1** Patching East Ponce de Leon – mill to depth as instructed by inspector. Inlay single or double layer of 19 mm (220 lbs/sy spread rate); dependent on field conditions during milling operations followed by min. of 2 (two) asphalt layers of 1.25 inches each of 9.5 mm Type 2 surface course

2 A 9.5 mm leveling course of ¾ in. to 1 inch on city streets as a crack relief layer; dependent on field conditions, followed by a 1.25 inches of a single layer of a 9.5 MM type II surface course.

FY 25 LRA STREET RE-STRIPING TABLE

STREET NAME	FROM	TO	DESCRIPTION
North Indian Creek Drive	East Ponce de Leon	Montreal Road	Re-stripe all existing striping
Montreal Road	East Ponce de Leon	City of Tucker City Limits	Re-stripe all existing striping

CONDITIONS SUMMARY

The contractor shall execute the work according to and meet the requirements of the following:

- I. Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- II. The Contract ITB Documents including but not limited to the scope of work, and specifications;
- III. City of Clarkston ordinances and regulations;
- IV. OSHA standards and guidelines
- V. Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil

Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.

In case of discrepancy between the unit price and the total price on the completed Bid Schedule, the unit price will prevail, and the total price will be corrected.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid, and the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Payment will be made based on actual work completed as shown in the pay request, which is to include quantities and man hours.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

Materials must come from GDOT approved sources. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work, have been completed and evaluated. Standard Specification 106 - Control of Materials will be used as a guide. All materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by a GDOT approved consultant/lab hired by the contractor.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall provide references demonstrating experience-completing at least 3 projects of similar scope.**

10% retainage will be withheld from the total amount due the contractor until Final Acceptance of work is issued by the City. The city will inspect the work as it progresses.

PROCUREMENT SCHEDULE

Deadline to Submit Questions	5:00 PM; October 6, 2025
Deadline to Submit Bid	3:00 PM; October 20, 2025
Anticipated NTP	December 2025
Completion Date	60 days after City Issuance of a NTP

PROSECUTION AND PROGRESS

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 60 calendar days after the city issues a Notice-to-Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding punch list work). The completion of the punch list shall be completed within the time frame identified in this ITB.

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

At minimum, the Contractor will conduct on the project site one (1) overall contract pre-construction meeting to include the City Project Manager/Engineer, shortly after the contract award and one (1) additional meeting with the City staff and pavement marking subcontractor prior to the commencement of the pavement marking.

The normal workday for this project shall be 9:00AM to 4:00PM and the normal workweek shall be Monday through Friday. The City will consider extended workdays or workweeks upon written request

by the Contractor on a case by case basis. No work will be allowed on national holidays (i.e. Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day etc.)

The work will require a bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at his expense prior to issuance of Final Acceptance.

The contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day for any contract work (excluding punch list) that is not completed within 60 calendar days of the city issued Notice-to-Proceed. Liquidated damages shall be deducted from the 10% retainage held by the City. The contractor will also be assessed liquidated damages for not completing any required Punch List within 30 calendar days of the resurfacing work being completed.

PERMITS AND LICENSES

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.

MATERIALS

All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications. The contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the city.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing notification signs at all entrances to city streets that are to be resurfaced. The notifications are to be installed at least seventy-two (72) 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 (except punch list) has been completed and accepted. The sign details are as follows:

- “Clarkston Pedestrian Improvement Project for You!”
- Sign dimensions; 2 ft. x 2 ft. – two-sided metal or non-metal signs
- Sign installations shall occur a minimum of seventy-two (72) before work commences
- All signs to be removed once the project punch list is completed with the signs delivered to the City Public Works office
- City to provide city logo and color scheme to the contractor.

In addition, the City will require door knockers or similar notifications be provided to every resident on a street to be resurfaced – no exception. The City must review and approve of the “language” on the notification before they are provided to the residents. All door knockers and similar notifications are to be provided a minimum of 48 hours in advance of the work.

No separate payment will be made for this metal signs or door knockers.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB concerning quantities, scope of work, existing conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions and quantities prior to submitting their bid. This is a Unit Price bid, and no payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be

requested without the written authorization of the city.

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. The contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered “incidental work” and included in the bid prices for items on the Bid Schedule.

TRAFFIC CONTROL

The contractor shall, at all times, conduct his work so as to ensure the least possible obstruction of traffic. The safety and convenience of the public and the residents along the roadway and the protection of persons and property shall be provided for by the contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include entrances and exits VIA driveways at various properties, and access to the intersecting roads and streets. The contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing pilot vehicles, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install, and maintain all necessary and required barricades, signs and other traffic control devices (including suitable lighting for night work) in accordance with the MUTCD and DOT specifications, and take all necessary precautions for the protection of the workers and safety of the public. Advanced Warning signs can be placed on tripods. Night work will only be allowed on non-residential streets, and the night work hours are restricted to 9:00 PM to 5:00 AM. The City Manager must approve of night work hours.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the contractor's expense. At no time will contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours, place temporary pavement markings (paint or removable tape) to match existing pavement markings **ON MILLED SURFACES**. No additional payment will be made for this work.

Pricing for personnel and equipment required for maintaining temporary traffic control, public convenience and safety are to be included Line Item for Traffic Control.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

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 highway, road or street, 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 the execution of the work, or in consequence of

the non-execution thereof by the contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The contractor shall correct all disturbed areas before retainage will be released.

EDGE MILLING

Resurfacing shall be constructed to tie into existing streets, gutters and driveways with the best possible ride and aesthetic result. A milled paving notch, with a minimum 10 feet transition, shall be provided at each end of the overlay and at intersections, driveways, and side streets. Tie-ins shall be marked on the ground and approved by the City prior to paving.

REPAIR OF EXISTING PAVEMENT

This work shall consist of deep patching on East Ponce de Leon in the area marked by the city. The patching area shall be cut out a minimum of 6 inches below the surface of the existing asphalt pavement, trimmed to vertical sides, and all loose material removed. After the area has been cleaned, it shall be tack coated. The contractor will be allowed to use a milling machine to excavate for patches. The minimum width for the patches will be based on the size of the machine used to excavate but shall not exceed the width of a lane.

Asphaltic concrete patching will be paid for at the Contract Unit Price per ton and shall include milling/pavement removal, trimming, cleaning and all other incidental work. The contractor shall replace at his expense all patches, which are determined inadequate after inspection. The City reserves the right to change the depth of patching as needed.

BITUMINOUS TACK COAT

This work shall consist of the placement of bituminous tack. AC-20 or AC-30 shall be used. All surfaces shall be cleaned completely and thoroughly dry before any tack is applied. Tack shall not be applied when the pavement is wet. Bituminous tack coat shall be applied between .04 and .06 gallons per square yard. The cost for this item is incidental and shall be included in the unit price for the asphalt items.

CRACK RELIEF LEVELING COURSE

Contractor shall place between 0.75 to 1.0 inch" (85 to 125 lbs./sy.) of 9.5 Type II crack relief leveling course with thickness dependent on the field conditions and as directed by the city inspector.

ASPHALT CONCRETE PAVING

Surface course shall be 9.5mm Superpave, Type II, GP 2 only, including bituminous material & H lime. The streets shall be resurfaced with 1.25" (135 lbs./sy.) of surface course.

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882. Please see Exhibits D, E & F for additional GDOT specifications required as part of this contract. Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the city inspector on the day that the asphalt is delivered and placed.

The Contractor will be responsible to procure and contract with for services of a material testing firm for purposes of testing of the asphalt. Testing frequency shall be the same as required by GDOT. The cost for this item is incidental and shall be included in the unit price for the asphalt items.

A job mix formula for each asphalt type shall be submitted to the City for approval a minimum of 1 week before work commences.

ADJUSTING UTILITY STRUCTURES TO GRADE

The contractor will be responsible for the adjustment of all water valves at no additional cost to the city. The contractor is required to adjust all utilities after asphalt placement. Riser rings may be used for manholes. For manholes, Contractor shall cut a 4' by 4' square to a depth of 4" and replace with Class B concrete containing black dye to match the adjacent topping (9.5mm). The cost for Class B concrete and black dye shall be included in the cost for manhole adjustments; Line Item 100-1001.

The Contractor may choose to coordinate with DeKalb County Watershed prior to adjustments to ensure installations are occurring per county standards. At a minimum, the concrete encasement shall be placed with the black dye.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings. Final (thermoplastic) pavement markings shall be placed at least 20 calendar days but no more than 30 calendar days after placement of final asphalt lift. These final pavement markings shall match the original pavement markings including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list. This will consist of a solid line to the beginning of tapers with mini skips through the length of the taper followed by a 5-inch solid line.

SOLID TRAFFIC STRIPE, 24 IN, WHITE

24-inch white permanent solid stripe is to be installed as a stop bar at every stop sign on city streets.

SIGNAL SYSTEM REPAIR

This work shall consist of repair and installation of loop detectors damaged because of milling, deep patching and/or paving operations. When operations damage existing traffic signal loops, the Contractor shall replace the loops not more than 7 calendar days after final asphalt lift is placed. The contractor shall immediately notify the City Inspector when loops are damaged. When loop replacements at an intersection are complete, the contractor shall again notify the City Inspector.

Location of replacement loop detectors and lead-in wire, where practical, shall coincide with original location. If, at the splice location a pull box does not exist, a traffic signal pull box (PB-1) conduit and loop lead-in shall be installed per GDOT specifications and as directed by the City Inspector. Pull boxes installed shall be on the GDOT qualified products list. Testing of the replacement loop detectors shall be performed at the point where the loop wire is spliced to the existing shielded lead-in wire. There shall be no work or testing required beyond this splice point.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the contractor fails to accomplish restoration and clean-up within an acceptable period of time. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work. Milling operation shall be followed immediately by clean-up at which the contractor is to provide power brooms, vacuum sweepers, power blowers, or other means to remove loose debris or dust. Do not allow dust control to restrict visibility of passing traffic or

to disrupt adjacent property owners. All pavement areas shall be clean and dry prior to placing tack coat, asphaltic concrete or other materials. After asphalt placement, additional cleanup (loose asphalt and related construction debris in the gutter or on the road surface) shall be removed within 3 days of resurfacing being completed on each road. Failure to perform this cleanup will result in retainage being permanently withheld to allow the city to procure the services of another contractor to perform the cleanup tasks.

SAFETY

Beginning with mobilization and ending with acceptance of work, the contractor shall be responsible for providing a clean and safe work environment at the project site. The contractor shall comply with all OSHA regulations as they pertain to this project.

EXHIBIT J

(to be submitted with bid)

BID SCHEDULE OF ITEMS**City of Clarkston, GA****Street Resurfacing and Striping – FY 25 LRA**

Project Description: Provide all labor, materials, equipment and services for asphalt deep patching, street utility adjustments, milling, leveling, resurfacing and striping on various city streets.

ITEM NO.	ITEM	UNIT	APPROX. QTY	UNIT PRICE	AMOUNT
100-1001	ADJUST MANHOLES TO GRADE	EA	10		
150-1000	TRAFFIC CONTROL	LS	1		
151-1000	MOBILIZATION	LS	1		
402-1802	RECYCLED ASPH CONC PATCHING, 19 MM, INCL BITUM MATERIAL & LIME Description: spread rate 220 lbs/sy	TN	227		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME Description: Spread Rate 135 lbs/sy	TN	750		
402-3190	RECYCLED ASPH CONC, LEVELING COURSE, 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME Description: Spread Rate: Between 85 to 125 lbs/sy	TN	386		
432-0208	MILL ASPH CONC PVMT, VARIABLE DEPTH (1.5-2 IN.) DEPTH	SY	10,085		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	13197		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	6817		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	403		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	GLF	5434		
653-6004	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	LF	5674		
653-2801	SOLID TRAF STRIPE, 8 IN, WHITE	LF	2722		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	1680		
653-6004	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	LF	1440		
653-1804	THERMOPLASTIC TRAF STRIPE, YELLOW	SY	250		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP2	EA	15		
653-0220	THERMOPLASTIC PVMT MARKING, WORD, TP2	EA	1		
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP1	EA	2		
653-0090	THERMOPLASTIC PVMT MARKING, BIKE SYMBOL	EA	2		
653-1804	THERMOPLASTIC TRAF STRIPE, WHITE	SY	120		
NA	OWNERS CONTIGENCY	LS	1	10,000.00	10,000.00
				TOTAL	\$

BID SCHEDULE

(to be submitted with bid)

STREET RESURFACING AND STRIPING – FY 25 LRA

In compliance with the Project Specifications, the undersigned offers and agrees that if this Bid is accepted by the CITY, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) and that the submitted bid will be valid from the date of the contract signature by both parties to the date of the city's NTP issuance (duration not to exceed 60 days) and said submitted bid price shall remain valid during the entire duration of the construction.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT / TYPE NAME _____

TITLE _____

DBE % Proposed _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

End of Exhibit J.

EXHIBIT K

BID FORM and ADDENDA ACKNOWLEDGEMENT

(to be submitted with bid)

TO: CITY OF CLARKSTON

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with CITY, 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:

Bid Number: SPLOST II – 05

Street Resurfacing and Striping – FY 25 LRA

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

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

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

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

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within seven (7) calendar days from receipt of Notice to Proceed and to complete all Work within sixty (60) calendar days from the Notice to Proceed. If quantifiable weather or city-initiated actions results in quantifiable delays, the CITY will provide a new completion date.

Attached hereto is an executed Bid Bond in the amount of \$_____Dollars (Five Percent of Total Bid). **Bid Bond Amount to be for the TOTAL Bid Amount submitted.**

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

Bidder acknowledges receipt of **“Response to Questions”** and/or the following **Addenda**:

Addendum No.	Date Viewed
_____	_____
_____	_____
_____	_____
_____	_____

Add additional pages as necessary for the Addendum.

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

Signed, sealed, and dated this____day of____, 20____

Bidder_____(Seal) Company Name

Bidder Mailing Address:

Signature:

Print Name:

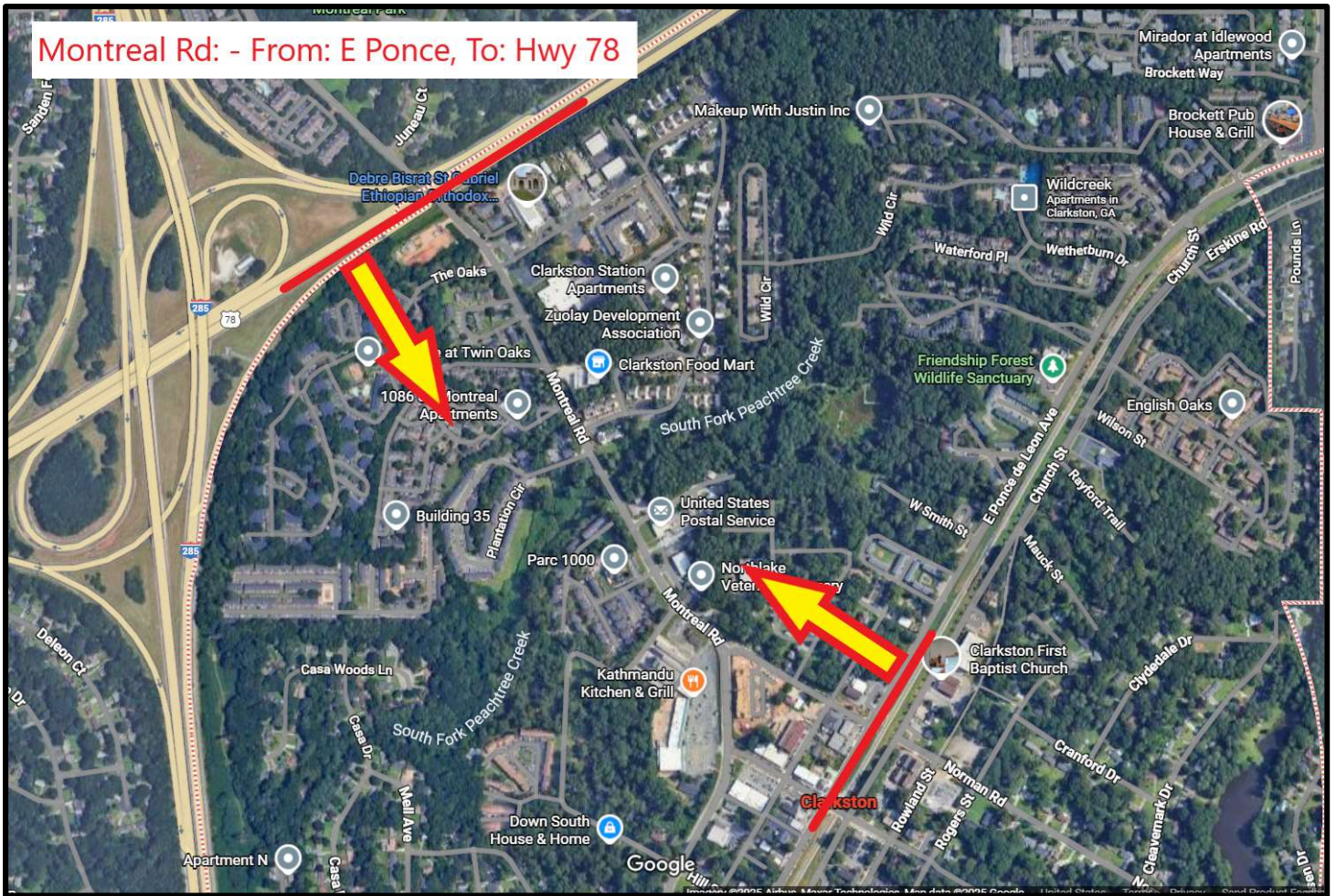
End of Exhibit K

EXHIBIT L

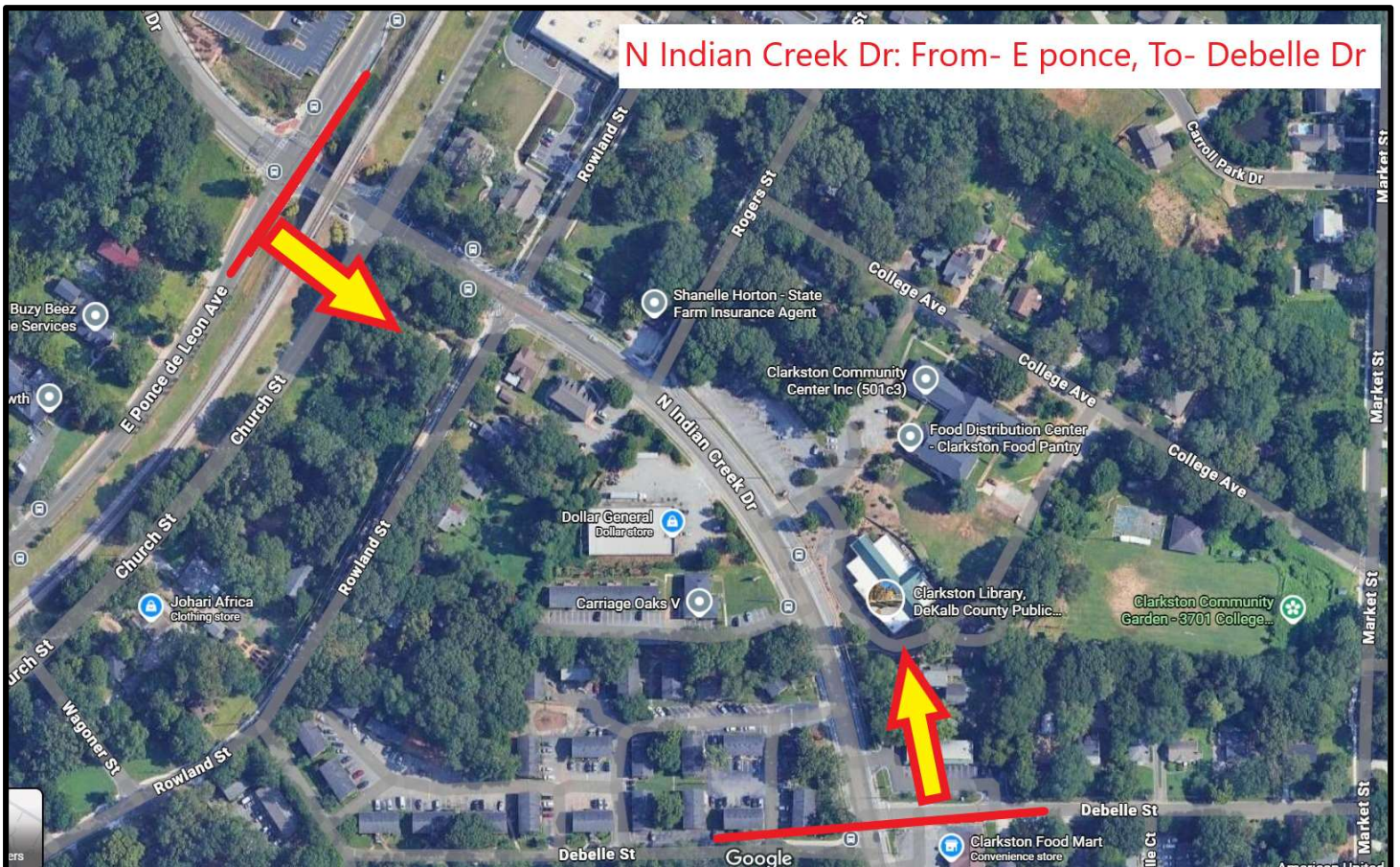
Location Maps

FY 25 LRA RESTRIPIING PROJECTS

Montreal Rd: - From: E Ponce, To: Hwy 78



N Indian Creek Dr: From- E ponce, To- Debele St



FY 25 LRA RESTRIPIING PROJECTS

N Indian Creek Dr: From- E pone, To- Market St



FY 25 RESURFACING PROJECTS



E Ponce De Ave : From: - 4062 E ponce, To: - 4050 E ponce



LRA Project
Ridgeland Trail & Debelle St

