



# LAWRENCEVILLE

## GEORGIA

April 12, 2022

### INVITATION TO BID SB020-22

The City of Lawrenceville is soliciting competitive sealed bids from qualified contractors for the **138 Paper Mill Road Subdivision Underground Electrical Project**. Sealed bids will be received by the Lawrenceville Purchasing Office, 70 S. Clayton Street, Lawrenceville, Georgia 30046 until **3:00 P.M. local time on Thursday, May 12, 2022** and then publicly opened and read aloud. Any bid received after 3:00 P.M. will not be accepted. Bid envelope should be marked on the outside with Bid Number, name of Bidder, date and time of opening and utility contractor's license number. One unbound original and one (1) copy should be submitted.

The work to be performed by the Contractor consists of but is not limited to the following:

Installation of 3-phase underground primary, padmount transformers, concrete pads, and Town and Country lights.

A **pre-bid conference** is scheduled for 10:00 A.M. on **Thursday, April 28, 2022** at Lawrenceville City Hall located at 70 South Clayton Street, 4th floor City Council Chambers, Lawrenceville, GA. 30046. **All bidders are urged to attend.**

Questions regarding bids should be submitted to Steven Murray, Purchasing Manager, CPPB, via email at [steve.murray@lawrencevillega.org](mailto:steve.murray@lawrencevillega.org) no later than 3:00 p.m. local time, **May 3, 2022**. Bids are legal and binding upon the bidder when submitted.

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stating that said Corporation is authorized to do business in the State of Georgia.

No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed".

Bids in the case of Corporations not chartered in Georgia, must be accompanied by proper certification stating that said Corporation is authorized to do business in the State of Georgia.

No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed".

A five percent (5%) bid bond must be submitted with the bid. Successful contractor will be required to provide a one hundred percent (100%) payment and one hundred percent (100%) performance bond as well as an insurance certificate fulfilling requirements as stated in the bid documents. Surety and insurance companies must have an AM Best rating of A-5 or greater, be listed in the Federal Registry of Companies holding Certificate of Authority and acceptable sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

All bonds must be submitted on forms provided by the City of Lawrenceville and agencies providing bonds and insurance should provide proof that they meet the criteria outlined in the bid and contract documents.

The City of Lawrenceville does not discriminate on the basis of disability in the admission or access to its programs or activities. The written Bid Documents supersede any prior verbal or written communications between the parties.

Award will be made to the contractor submitting the lowest responsive and responsible bid. The City of Lawrenceville reserves the right to reject any or all bids to waive technicalities and to make an award deemed in its best interest. Bids may be split or awarded in entirety.

All companies submitting a bid will be notified in writing of award.

We look forward to your bid and appreciate your interest in the City of Lawrenceville.

## SCOPE OF WORK

The project will consist of the following:

- Installation of 3 phase underground Primary with approximate total footage of 5,795' direct bury. This will be run to an approximate location at the entrance of the development for riser termination.
- Installation of 12 padmount transformers with concrete pads.
- 24 primary elbow terminations.
- Install 12 Transformer ground assemblies.
- 50 Town and Country lights with secondary assembly
- Installation of 25 UV2 (handheld) assemblies
- Secondary lighting circuit as needed
  
- City of Lawrenceville will install the 2 riser poles with terminations at the entrance.
  
- **All materials will be supplied by the City.** The contractor will be responsible to transport all material and construction needs from the Lawrenceville Public Works Facility located at 435 W. Pike St., Lawrenceville, GA 30046 to the job location (mobilization). All safety for personnel and outside citizens will be the responsibility of the contractor.

## TRAFFIC CONTROL

The contractor is responsible for providing required traffic control and safety features during construction. All traffic control devices, lane control, and traffic control shall comply with MUTCD standards and Georgia Department of Transportation standards and specifications, latest edition.

## DRAWINGS

Attached at the end of the document.

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

1. Each bidder must examine the Notice to Bid, Instructions to Bidders, Contract, Contract General Conditions, Specifications, Bid Schedule, Drawings, and Addenda. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish all information required by the bidding requirements. The authorized representative must sign the bid as well as print or type his/her name on the bid schedule. Erasures or other changes must be initialed by the authorized representative signing the bid. Bids can only be signed by a person authorized to commit company resources.
3. Bids are legal and binding upon the bidder when submitted. Receipt of addenda should be acknowledged on the bid schedule. No oral interpretations or information can be considered as binding.
4. Bid envelope should be marked on the outside with Bid Number, name of Bidder, date and time of opening, and utility contractor's license number. One unbound marked original and one (1) copy should be submitted. Faxed or e-mailed bids cannot be considered.
5. Bidding Requirements will consist of the following:
  - a) Bid Schedule
  - b) Bid Bond
  - c) Non-Collusion Affidavit
  - d) Statement of Bidder's Qualifications
6. Award will be made to the bidder submitting the lowest responsive and responsible bid. The City reserves the right to make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City, all such information for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
7. Bids may be withdrawn only the case of mathematical error. The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Bidder has up to forty-eight (48) hours to notify the City of Lawrenceville Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at the City of Lawrenceville's discretion.

8. The City of Lawrenceville reserves the right to reject any or all bids, to waive technicalities, and to make an award as deemed in its best interest.
9. The City is exempt from federal excise tax and Georgia sales tax with regard to goods purchased directly by the City. Nevertheless, contractors are responsible for federal excise tax and Georgia sales taxes, including taxes for materials incorporated in City construction contracts.
10. The attention of all bidders is directed to the fact that all applicable federal state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written.
11. Information submitted by a bidder in the bidding process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act of Compulsory Process.
12. Failure to observe any of the Instructions to Bidders or conditions in the Invitation to Bid may constitute grounds for rejection of the bid. Failure to use City Bidding Form and to acknowledge applicable addenda may result in a bid being deemed non-responsive an automatic rejection.
13. CONTRACT TIME:  
The Work shall be completed within **60** consecutive calendar days.
14. ADD/DEDUCT:  
Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
15. LIQUIDATED DAMAGES:  
"Liquidated Damages" shall mean the negotiated sum of which the Bidder agrees to pay for each consecutive working day beyond the Contract Time required to complete the work.
16. CONSTRUCTION AREAS MIN. SAFETY REQUIRMENTS:
  - The contractor shall ensure limited disruption to businesses, pedestrians and landscaping.
  - The contractor shall post warning signs at all construction zones for citizens to be aware of their surroundings.

- The contractor shall prevent any damage to adjacent sidewalk, utilities or private property during construction.

17. SITE EXAMINATION:

The Bidder is advised to examine all the locations of the work and to inform himself fully as to its conditions, the conformation of the ground, the character, quality and quantity of the products needed preliminary to and during the execution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. The Plans are based on field run survey provided by the City of Lawrenceville, accuracy of this information shall be verified by the Bidder.

The quantities given in the proposal form and Contract are approximate only, being given as a basis for the comparison of bids. The City of Lawrenceville does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work. All items of work will be paid for at the respective BID prices for such work done and accepted by the City.

Failure to examine the site will not relieve the successful bidder of his obligation to furnish all products and labor necessary to carry out the provisions of his contract.

The Bidder shall notify the Owner of the date and time he proposes to examine the location of the work. The Bidder shall confine his examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by his examination of the site.

18. REQUIREMENTS:

The minimum requirements; the bidder must have:

- 1) Maintain a permanent place of business.
- 2) Have the appropriate technical experience and working knowledge, to perform the work.
- 3) Have the right equipment to perform the work.
- 4) Have done and to show proof of no less than THREE Contracts of similar character to the work being bid, each with an original contract price of no less than \$100,000.00 within the past five years.
- 5) Have visited and examine the locations of the work.
- 6) Be required to enter into a binding contract with the City to perform the work.

**PART II – BONDS AND INSURANCE**

- A) A Certified or Cashier's Check payable to the City of Lawrenceville or a Bid Bond in the amount of five percent (5%) of the total bid must be submitted with the bid. Successful bidder will be required to furnish a payment and performance bond each in the amount of one hundred percent (100%) of the bid amount.
- B) Bonding Company must be listed in the Federal Registry of Companies Holding certificates of authority as acceptable sureties on Federal bonds, and must be listed in the AM Best catalog with a listing of A-5 or higher. Bonding company must also be licensed to do business by the Georgia Insurance Department.

The successful bidder, shall obtain, maintain and furnish to the City certificates or insurance for the entire duration of the contract period. Insurance requirements starting on the next page.

**STANDARD INSURANCE REQUIREMENTS**

(For projects less than \$1,000,000)

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - ✓ Bodily Injury by Accident - \$100,000 each accident
    - ✓ Bodily Injury by Disease - \$500,000 policy limit
    - ✓ Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) The following additional coverage must apply:
    - ✓ 1986 (or later) ISO Commercial General Liability Form
    - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
    - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
    - ✓ Blanket Contractual Liability
    - ✓ Broad Form Property Damage
    - ✓ Severability of Interest
    - ✓ Underground, explosion, and collapse coverage
    - ✓ Personal Injury (deleting both contractual and employee exclusions)
    - ✓ Incidental Medical Malpractice
    - ✓ Hostile Fire Pollution Wording
3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
4. Umbrella Liability Insurance - \$1,000,000 limit of liability
  - (a) The following additional coverage must apply
    - ✓ Additional Insured Endorsement
    - ✓ Concurrency of Effective Dates with Primary
    - ✓ Blanket Contractual Liability
    - ✓ Drop Down Feature
    - ✓ Care, Custody, and Control - Follow Form Primary
    - ✓ Aggregates: Apply Where Applicable in Primary
    - ✓ Umbrella Policy must be as broad as the primary policy
5. The City of Lawrenceville should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
6. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.
7. Certificate Holder should read:

City of Lawrenceville  
70 S. Clayton St.  
PO Box 2200  
Lawrenceville, Georgia 30046
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.



10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City of Lawrenceville as to form and content has been filed with the City. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
15. The Contractor shall agree to waive all rights of subrogation against the City of Lawrenceville, the Mayor, City Council members, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

#### Surety Bonds

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 8 above.

## PART III – CONTRACT AWARD AND EXECUTION

- A. Within ten days from receipt of the Notice of Award from the City, the successful bidder is required to:
1. Return to the City's Purchasing Office contract documents executed by the authorized representative and attested by the corporate secretary of the bidder.
  2. Provide insurance certificates as specified in the bidding documents; and
  3. Provide a performance bond and a payment bond as specified in the bidding documents.

The City may extend this ten day period at its discretion.

- B. The successful bidder's failure to execute the contract, provide a performance bond and a payment bond and furnish satisfactory proof of coverage of the insurance required within a ten-day period or any extension thereof may be just cause for annulment of the award and forfeiture of the bid guaranty to the City of Lawrenceville, not as a penalty but as liquidation of damages sustained. At the discretion of the City the award then may be made to the next lowest, responsible bidder, or the work may be re-advertised.
- C. Samples of the payment bond and performance bond are included in the solicitation.
- D. The contract documents, including the payment bond, performance bond, and insurance certificate, shall be executed and furnished to the City in duplicate.

Bidder submits the following lump sum/unit prices for the **138 Paper Mill Road Subdivision Underground Electrical Project** identified in Bid Form as part of this Bid. Failure to utilize and return this form as a part of the bidding documents may result in rejection of bid.

**BIDDING FORM**

ITEM#	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	L/S		
2	Traffic Control	1	L/S		
3	Warranty and Bonds	1	L/S		
4	Install three-phase underground primary cable, direct bury.	5,795	FT		
5	Install padmount transformers.	12	EA		
6	Install concrete pads.	12	EA		
7	Primary elbow terminations.	24	EA		
8	Install Transformer ground assemblies.	12	EA		
9	Install Town and Country lights with secondary assembly.	50	EA		
10	Installation of UV2 (handheld) assemblies.	25	EA		
11	Secondary lighting circuits as per attached drawings.	1	L/S		
<b>TOTAL</b>					\$

\*Individuals, firms and businesses seeking an award of a City of Lawrenceville contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Manager named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Council. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

BIDDING FORM

Failure to return this page as part of bid document may result in rejection of bid.

**BIDDING FORM CONTINUED**  
(This Bid Form is part of the Bid Documents)

BID NUMBER: SB020-22

BID DATE: May 12, 2022

SUBMITTAL DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Bidder)

PROJECT DESCRIPTION: 138 Paper Mill Road Subdivision Underground Electrical Project

THIS BID IS SUBMITTED TO: City of Lawrenceville, Georgia (hereinafter called Owner)

This bid is submitted to the City of Lawrenceville in accordance with the instructions, requirements, and forms included in the bidding documents, and the bidder agrees to complete all work for the bid price and substantially complete the work within 60 calendar days from the written notice to proceed.

The bidder agrees if the bid is accepted by the City of Lawrenceville within ninety (90) days of the date of bid opening, the bidder shall within ten days after receipt of notification of this acceptance execute a contract upon the terms, conditions, and prices set forth herein and in the form and manner required by the City of Lawrenceville. The bidder further accepts the terms and conditions contained in the bidding requirements for disposition of bid security.

In submitting this bid, bidder makes representations required by Instructions to Bidders and further warrants and represents:

- a. Bidder has examined Bid Document Package, including Advertisement for Bids and Instructions to Bidders, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

- b. Bidder has examined site and locality where the work is to be performed and legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and conditions affecting work cost, difficulty, progress, or performance and has made independent investigations as bidder deems necessary.
- c. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawings depicting physical conditions as identified in General Conditions and accepts

BIDDING FORM

determination concerning technical data contained in reports and drawings on which bidder is entitled to rely.

- d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in "c." above) pertaining to subsurface or physical conditions at site or otherwise affecting cost, progress, performance, or furnishing work as bidder considers necessary for performing or furnishing work at contract price, within contract time, and in accordance with terms and conditions contained in bid document package, including specifically provisions stated in General Conditions and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by bidder.
- e. Bidder has reviewed and checked plans and data shown or indicated on bid document package with respect to existing underground facilities at or contiguous to site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by bidder in order to perform and furnish work at contract price, within contract time, and in accordance with terms and conditions contained in bid document package, including specifically provisions stated in General Conditions.
- f. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in bid document package.
- g. Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in bid document package and written resolution by Owner is acceptable to bidder.
- h. This bid is genuine and not made in interest of or for any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules produced by any group, association, organization, or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

- i. The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.
- j. By submitting a bid to the City, contractor agrees that they are in compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the City at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.
- k. An affidavit of such compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be initiated by the City, signed by the contractor, and will become part of the contract.
- l. It is the policy of the City of Lawrenceville that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on City-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. 13-10-90(2) to verify information of all new employees.
- m. The Purchasing Director shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the City contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Manager shall report same to the Department of Homeland Security.

COMPANY

NAME \_\_\_\_\_

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. 13-10-90(2), the City of Lawrenceville may direct the contractor to terminate that subcontractor. A contractor's failure to follow the City's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. 13-10-90(2) may be sanctioned by termination of the contract.

- n. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the City Council within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the bid schedule.

Legal Business Name\_\_\_\_\_

Federal Tax ID \_\_\_\_\_

Address\_\_\_\_\_

Representative Signature\_\_\_\_\_

Print Authorized Representative's Name\_\_\_\_\_

Telephone Number\_\_\_\_\_

E-Mail Address\_\_\_\_\_

**BIDDER'S ACKNOWLEDGEMENT**

The undersigned bidder acknowledges all requirements outlined in the above "Instructions to Bidders Package" and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(President, Vice President or Corporate Officer)

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Secretary of Corporation)

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SEAL

(Corporate Seal Required if Bidder is a Corporation)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

BIDDING FORM



Lawrenceville, Georgia

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_

(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

City of Lawrenceville  
(Name of Obligee)

70 S. Clayton Street, Lawrenceville, Georgia 30046  
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum will 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 Lawrenceville, Georgia, a proposal for furnishing materials, labor, and equipment for:

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 proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Lawrenceville, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Lawrenceville, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Lawrenceville, 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 Lawrenceville, 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,

BID BOND

as Amended, including, but not limited to, O.C.G.A. 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

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

ATTEST:

_____	_____
(Principal Secretary)	(Principal)
(SEAL)	By: _____
	_____
	(Address)
	_____

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

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

\_\_\_\_\_

	_____
	(Surety)
ATTEST:	By: _____
	(Attorney-in-Fact)
_____ Resident or Nonresident Agent	_____
(SEAL)	(Address)
	_____

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

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

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement should be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement.

1. Name of Bidder:
2. Permanent main office address:
3. When organized:
4. If a Corporation, where incorporated:
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion. Attach copy of the contracts on hand).
7. General description of work performed by your company. Attach copy.
8. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why \_\_\_\_\_.
9. Have you ever defaulted on a contract? \_\_\_\_\_ If so, where and why? \_\_\_\_\_.
10. List the most important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Attach copy.
11. Experience in construction work similar in importance to this project. Attach copy.
12. Background and experience of the principal members of your organization, including officers: Attach copy.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the local public agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Bidder)

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

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

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

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

\_\_\_\_\_ being duly sworn deposes and says that he or she  
is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing  
questions and all statements therein contained are true and correct. Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires:

\_\_\_\_\_ (SEAL)

(Date)

CITY OF LAWRENCEVILLE, GEORGIA

**FORM OF NON-COLLUSION AFFIDAVIT**

(This Non-Collusion Affidavit is Part of the Bid Documents)

BID NUMBER: SB020-22

BID DATE: May 12, 2022

PROJECT NAME: 138 Paper Mill Road Subdivision Underground Electrical Project

STATE OF \_\_\_\_\_ )  
SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(Sole owner, partner, president, secretary, etc.)

The party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against the City of Lawrenceville, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Affiant)

Subscribed and Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_  
(County)

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

(SEAL)

NON-COLLUSION AFFIDAVIT

## CONTRACT

This **CONTRACT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Lawrenceville, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia (Party of the First Part, hereinafter called the City), and \_\_\_\_\_, (Party of the Second Part, hereinafter called the Contractor).

**WITNESSETH:** That the Contractor has agreed, and by these presents does agree, with the City for the consideration herein mentioned to furnish all equipment, tools, material, skill, knowledge and labor of every description necessary to carry out and complete in a good, firm, substantial and workmanlike manner the work required under the Contract Documents and under the provisions of the Performance Bond and Payment Bond. The term Contract Documents shall include: the Drawings and Specifications of the project, the Proposal made by the Contractor, the Advertisement, the Instructions to Bidder, the Bid Form, the General Conditions and this Contract. The work shall be performed in strict conformity with the Contract Documents and said Contract Documents shall all form essential parts of the Contract. The work covered by this Contract includes all work shown on the plans and specifications and listed in the conditions and specifications to wit:

### **138 Paper Mill Road Subdivision Underground Electrical Project**

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within 60 consecutive calendar days from and after said date.

CITY and CONTRACTOR recognize that time is the essence of this Agreement. If the WORK is not substantially complete within the time specified (plus any extension of time allowed in the General Conditions), the CITY will suffer damage and loss that is difficult to calculate. The CITY and CONTRACTOR recognize and agree that the damage and loss that CITY will suffer if the WORK is not completed in a timely manner in accordance with the contract terms is difficult or impossible to accurately calculate. Therefore, CITY and CONTRACTOR agree that a reasonable amount to fully compensate CITY for damage and loss it would incur as a result of the failure of CONTRACTOR to complete the WORK in the time allowed by this Agreement shall be the sum of \$100.00 per day. The amount in this provision is an amount CITY and CONTRACTOR agree upon as a reasonable amount of damages to fully compensate the CITY for any damage or loss it would suffer from a delay in the timely completion of the WORK, and is intended to provide CITY with reasonable liquidated damages and is not intended as a penalty.

The City shall pay and the Contractor shall receive the unit prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed \_\_\_\_\_ (\$ \_\_\_\_\_) based on the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the City may withhold, in addition to the retained

percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Contract, the City of Lawrenceville shall pay to the Contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that the City of Lawrenceville fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the City shall pay the Contractor interest at the rate of 1/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

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.

(Signatures Next Page)

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

LAWRENCEVILLE, GEORGIA

By: \_\_\_\_\_  
David R. Still, Mayor  
City of Lawrenceville, Georgia

ATTEST:

\_\_\_\_\_  
Signature  
  
Karen Pierce, City Clerk  
City of Lawrenceville, Georgia

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Signature  
City of Lawrenceville Attorney  
Thompson, Sweeny, Kinsinger  
& Pereira P.C.

CONTRACTOR: \_\_\_\_\_  
  
BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

ATTEST:  
  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
Corporate Secretary

(Seal)



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_  
(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:

City of Lawrenceville  
(Name of Obligee)

70 S. Clayton Street, Lawrenceville, Georgia 30046  
(Address of Obligee)

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

PERFORMANCE BOND

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

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the 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 this 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. 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

**SB020-22**  
**138 Paper Mill Road Subdivision Underground Electrical Project**  
**Performance Bond Page 3**

ATTEST:

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

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

(SEAL)

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

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

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

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

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

ATTEST:

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

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

\_\_\_\_\_  
(Resident Agent)

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

(SEAL)

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

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

**NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.**

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

PERFORMANCE BOND

**SB020-22**

**138 Paper Mill Road Subdivision Underground Electrical Project**

**Payment Bond Page 1**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_  
(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:

City of Lawrenceville  
(Name of Obligee)

70 S. Clayton Street, Lawrenceville, Georgia 30046  
(Address of Obligee)

hereinafter called the 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, will 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.

PAYMENT BOND

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according 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, services, 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 ninety (90) 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 the 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 (5) 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 (1) year after the acceptance of the public works 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 provisions of the Official Code of

Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

**SB020-22**  
**138 Paper Mill Road Subdivision Underground Electrical Project**  
**Payment Bond Page 3**

ATTEST:

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

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

(SEAL)

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

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

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

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

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

ATTEST:

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

(Attorney-in-Fact)

\_\_\_\_\_  
(Resident Agent)

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

(SEAL)

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

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

**NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.**

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

PAYMENT BOND



# LAWRENCEVILLE

## GEORGIA

**Solicitation Name & No. 138 Paper Mill Road Subdivision Underground Electrical Project**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

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

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

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

STATE OF GEORGIA  
CITY OF LAWRENCEVILLE

**GENERAL CONDITIONS  
FOR CITY OF LAWRENCEVILLE CONSTRUCTION CONTRACTS**

**GC-1 FAMILIARITY WITH SITE**

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

**GC-2 CONTRACT DOCUMENTS**

This agreement consists of City of Lawrenceville's request for proposals, instructions to bidders, Contractor's proposal, construction contract, Performance Bond, Payment Bond, general conditions, special provisions, specifications, plans, drawings, addenda, and written change orders.

**GC-3 DEFINITIONS**

The following terms as used in this agreement are defined as follows:

Change Order - a written order to the Contractor, prepared by the Engineer and issued by the City for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

City - Lawrenceville, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia.

Day - a calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Notice to Proceed - written communication issued by the City to the Contractor authorizing it to proceed with the work and establishing the date of commencement and completion of the work.

Substantial Completion - the date certified by the engineer when all or a part of the work, identified in the engineer's certification, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work - all of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

**GC-4 CODES**

All codes, specifications, and standards referenced in the contract documents shall be the latest additions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

**GC-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the City, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the



engineer any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the engineer that have become a part of the contract documents appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency, or omission to the City, has properly stopped the effected work until instructed to proceed, and has otherwise followed the instructions of the engineer, the Contractor shall not be liable to the City for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work.

#### GC-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the City or engineer shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents.

#### GC-7 APPLICABLE LAW

All applicable State laws, City ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. All work performed within the right of way of the Georgia Department of Transportation shall be in accordance with DOT regulations, policies and procedures. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees, as well as the engineer, against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

#### GC-8 PERMITS & LICENSES

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

#### GC-9 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, city, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the City at all reasonable times for inspection and copying.

#### GC-10 DELINQUENT CONTRACTORS

The City shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the City for taxes. The City shall be entitled to a counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the City to offset any taxes owed against said debt.

#### GC-11 LIEN WAIVERS

The Contractor shall furnish the City with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. In the event that such evidence is not furnished, the City may retain sufficient

sums necessary to meet all lawful claims of such laborers and materialmen. The City assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

#### GC-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be measured and certified by the Engineer.

#### GC-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due therefrom without the prior written consent of the City. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement.

#### GC-14 FOREIGN CONTRACTORS

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

#### GC-15 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission 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, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents 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 contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

#### GC-16 SUPERVISION OF WORK

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the engineer. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

#### GC-17 RESPONSIBILITY FOR WORK

The Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the engineer, including inspections, tests or approvals required or performed pursuant to this agreement.

#### GC-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement. All areas within the

limits of the Project which are determined by the Engineer to be unnecessarily damaged, due either directly or indirectly to the process of construction, shall be responsibility of the Contractor to correct and repair. This is not a payment item and shall be done without additional compensation.

#### GC-19 PAYMENT FOR LABOR AND MATERIALS

Unless otherwise provided in this agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

#### GC-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The engineer may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the engineer to be incompetent.

#### GC-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours, except upon the engineer's prior written consent to other work hours.

#### GC-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions, which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the City relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The City assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

#### GC-23 RIGHT OF ENTRY

The City reserves the right to enter the site of the work by such agent as it may elect for the purpose of inspecting the work or installing such collateral work as the City may desire.

#### GC-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

(1) Upon personal delivery to the Contractor, its authorized representative, or the engineer on behalf of the City. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

(2) Three days after depositing in the United States mail a certified letter addressed to the Contractor, the City, or the engineer. For purposes of mailed notices, the City's mailing address shall be 70 S. Clayton St., P.O. Box 2200, Lawrenceville, Georgia 30046-2200. The Contractor's mailing address shall be the address stated in its proposal, and the engineer's mailing address shall be its address listed in the Notice to Begin Work.

#### GC-25 SAFETY

The Contractor shall take all reasonable precautions for the safety of all persons and property associated with the work, and the Contractor shall erect and maintain, as required by existing conditions and the progress of the work, all reasonable safeguards for the safety and protection of persons in the vicinity of the project.

#### GC-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

#### GC-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. 46-3-30 through 46-3-40 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

#### GC-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. 34-1-1 and agrees to comply with said provisions.

#### GC-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

#### GC-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the City.

#### GC-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the engineer for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the City. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

#### GC-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the City or the engineer to commence and continue correction of such default or neglect with diligence and promptness, the City or the engineer may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, make good such deficiencies and complete all or any portion of any work through such means as the City may select, including the use of a new Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City on demand.

#### GC-33 NEW MATERIALS

The Contractor warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality,

free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

#### GC-34 CONTRACTOR'S WARRANTY

If within one year after the date of substantial completion and final acceptance of the work by the City, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City to do so. This obligation shall survive both final payment for the work and termination of the contract.

#### GC-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. All such warranties shall be directly enforceable by the City.

#### GC-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

#### GC-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the City, or the engineer, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the City or engineer to stop work shall not give rise to any duty on the part of the City or the engineer to execute this right for the benefit of the Contractor or for any other person or entity.

#### GC-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, or fails to supply sufficient properly skilled workers, materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the City may, after ten days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the City may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The City may finish the work by whatever methods the City deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future City contracts.

#### GC-39 TERMINATION FOR CONVENIENCE

The City may, at any time upon 30 days written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the City. Said termination shall be without prejudice to any right or

remedy of the City provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

#### GC-40 TERMINATION FOR CONVENIENCE - PAYMENT

In the event that the City terminates this agreement for the convenience of the City, the City shall only be liable to the Contractor for those costs reimbursable to the Contractor plus a mark-up of ten percent on the actual fully accounted cost recovered pursuant to this paragraph. In the event that it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss. In the event of termination for the convenience of the City, the City shall pay the Contractor the following amounts determined by the engineer:

- A. An amount for supplies, services, or property accepted by the City for which payment has not previously been made. The price to be paid for these items shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price specified in this agreement appropriately adjusted for any saving of freight or other charges; and
- B. The total of:
  - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to supplies or services previously paid;
  - (2) The costs of settling and paying claims arising pursuant to the termination of the work under said contracts or orders which are properly chargeable to the terminated portion of the contract (exclusive of the amounts paid or payable on account of completed items or equipment delivered or services furnished by a subcontractor or vendor prior to the effective date of the notice of termination, which amounts shall be included in the costs payable pursuant to (A); and
  - (3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonable and necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this agreement.

#### GC-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

In the event of termination for the convenience of the City, the total sum to be paid to the Contractor shall not exceed the contract price as reduced by the amount of payments otherwise made, by the contract price for work not terminated, and as otherwise permitted by the contract. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the engineer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to another buyer.

#### GC-42 COST TO CURE

If the City terminates the whole or any part of the work pursuant to this agreement, then the City may procure upon such terms and in such manner as the engineer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such

similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

#### GC-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the City such reasonable attorney's fees as the City may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

#### GC-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the City, and except as otherwise directed by the engineer, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the City in the manner, at the times, and to the extent directed by the engineer, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the engineer, to the extent the engineer may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times, and to the extent, if any, directed by the engineer, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
  - (a) The fabricated or unfabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
  - (b) The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the engineer, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor pursuant to this agreement.

8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the engineer may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the City has or may acquire an interest.

#### GC-45 RECORDS

The Contractor shall preserve and make available to the City all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

#### GC-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the City may have against the Contractor, the amount determined by the engineer to be necessary to protect the City against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the City.

#### GC-47 REIMBURSEMENT OF THE CITY

In the event of termination, the Contractor shall refund to the City any amount paid by the City to the Contractor in excess of the costs reimbursable to the Contractor.

#### GC-48 TERMINATION FOR CONVENIENCE - DELAY

The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically set forth in this agreement. The City or the engineer may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the City may determine to be appropriate for the convenience of the City. If the performance of the work is interrupted for an unreasonable period of time by an act of the City or engineer in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the engineer in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the engineer within ten days after the termination of such suspension, delay or interruption.

#### GC-49 COMMENCEMENT AND DURATION OF WORK

The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed by the City. The Contractor shall diligently prosecute the work to completion within the time specified therefore. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the specified time. The Contractor and City hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work.

#### GC-50 TIME OF THE ESSENCE



All time limits stated in this agreement are of the essence of this contract.

#### GC-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the City its agents or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

#### GC-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act of neglect of the City with the engineer.

#### GC-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the engineer that there was greater than normal inclement weather considering the full term of the contract using a ten year average of accumulated mean values for climatological data compiled by the U.S. Department of Commerce for Atlanta, Georgia and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefor.

#### GC-54 NOTICE OF DELAY

The Contractor shall not receive an extension of time unless a notice of a claim is filed with the City and the engineer within ten days of the first instance of such delay, disruption, interference or hindrance and a written statement of the claim is filed with the engineer and the City within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim, which it may have for an extension of time pursuant to this agreement.

#### GC-55 NOTICE OF DELAY - CONTENTS

The notice of delay referenced in the preceding paragraph shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

#### GC-56 PROGRESS OF WORK

To the extent that the Contractor is entitled to additional compensation for delay, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time herein. If the work actually in place falls behind the currently updated and approved project network schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the engineer, take action at no additional cost to the City to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

#### GC-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the City or engineer that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the City shall have the right to furnish such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the City.

#### GC-58 SET-OFFS

Any monies due to the City pursuant to the acceleration provisions of this agreement may be deducted by the City against monies due from the City to the Contractor.

#### GC-59 ACCELERATION - REMEDIES

The remedies of the City concerning acceleration are in addition to and without prejudice to all of the rights and remedies of the City at law, in equity, or contained in this agreement.

#### GC-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

#### GC-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

#### GC-62 ENGINEER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the engineer unless the requirement therefor is waived in writing. The engineer may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

#### GC-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources, which are currently manufacturing such materials, except as otherwise specifically approved by the engineer.

#### GC-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

#### GC-65 PAYROLL REPORTS

The Contractor shall be required to furnish weekly payroll reports to the engineer certifying conformance with the wage rates listed in the specifications.

#### GC-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the engineer in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the engineer,

and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other employee in charge of the work shall be an authorized representative of the Contractor.

#### GC-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. Neither the Contractor nor any subcontractor shall award work to any subcontractor without the prior written consent of the City. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

#### GC-68 INSPECTION BY ENGINEERS

All work pursuant to this agreement shall be subject to inspection by the engineer for conformity with contract drawings and specifications. The Contractor shall give the engineer reasonable advance notice of operations requiring special inspection of a portion of the work.

#### GC-69 WORK COVERED PRIOR TO ENGINEER'S INSPECTION

In the event that work is covered or completed without the approval of the engineer, and such approval is required by the specifications or required in advance by the engineer, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

#### GC-70 ENGINEER'S AUTHORITY

The engineer shall have the authority to decide all questions concerning interpretation and fulfillment of contract requirements, including, without limitation, all questions concerning the prosecution, progress, quality and acceptability of the work. Any oral decision or instruction of the engineer shall be confirmed in writing. All communications between the City and the Contractor shall be made through the engineer. The Contractor shall submit to the engineer a complete schedule of values of various portions of the work, including quantities and unit prices, aggregating the contract price. The schedule shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Each item in the schedule of values shall include its proper share of overhead and profit. The schedule of values, when approved by the engineer, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the contract amount.

#### GC-71 PROGRESS ESTIMATES

The Contractor shall also prepare a written report for the engineer's approval, on City forms, of the total amount of value of work performed to the date of submission. No progress estimate or payment shall be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for suitably stored materials.

#### GC-72 PROGRESS PAYMENTS

Upon completion of each monthly estimate of work performed and materials furnished, the engineer shall recommend payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and all liquidated damages. The Contractor will be paid 100 percent of the cost of materials received and properly stored but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the City's title to such materials or equipment. No progress estimate or payment need

be made when, in the engineer's judgment, the increment in the estimated value of work performed and materials furnished since the preceding estimate is less than \$10,000.00.

#### GC-73 TIME OF PAYMENT

When the contractor has performed in accordance with the provisions of this Agreement, the City shall pay to the contractor, within 30 days of receipt by the City of any payment request based upon work completed or service provided pursuant to the contract and the sum so requested in this Agreement. In the event that the City fails to pay the contractor within 60 days of the City's receipt of a pay request based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of 1/2 percent per month or pro rata fraction thereof beginning the 61st day following the City's receipt of the pay request. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments. The provisions of this agreement are intended to supersede all provisions of the Georgia Prompt Pay Act as provided by law.

#### GC-74 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the City. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner.

#### GC-75 CITY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the City nor the engineer shall have any obligation to pay any subcontractor except as otherwise required by law.

#### GC-76 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the City's acceptance of work performed pursuant to this agreement.

#### GC-77 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

#### GC-78 JOINT PAYMENTS

The City reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

#### GC-79 RIGHT TO WITHHOLD PAYMENT

The engineer may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the City against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the City or any other contractor on the project.

#### GC-80 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of substantial completion, the engineer shall inspect the work and determine whether the work is substantially complete. If the work is substantially complete, the engineer shall issue a certificate of substantial completion of the work which shall establish

the date of substantial completion, shall state the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

#### GC-81 FINAL PAYMENT

Upon substantial completion of the work and upon application by the Contractor and approval by the engineer, the City shall make payment reflecting adjustments for the work as provided in this agreement.

#### GC-82 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project unless otherwise provided in the certificate of substantial completion.

#### GC-83 FINAL PAYMENT - WAIVER OF CLAIMS

The acceptance of the substantial completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at substantial completion. Following the engineer's issuance of the certificate of substantial completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the engineer a written notice that the work is ready for final inspection and acceptance and shall also forward to the engineer a final application for payment. When the engineer finds the work acceptable and determines that the contract has been fully performed, the engineer shall issue a certificate for payment which shall approve final payment to the Contractor.

#### GC-84 DOCUMENTATION OF COMPLETION OF WORK

The final payment shall become due until the Contractor submits the following documents to the engineer:

- A. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;
- B. The surety's consent to final payment; and
- C. Any other data reasonably required by the City or engineer establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the City or engineer, the Contractor may furnish a bond satisfactory to the City to indemnify the City against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the City all moneys that the City may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

#### GC-85 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Lawrenceville, Georgia and that the contract is to be performed in Lawrenceville, Georgia. Each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Gwinnett Superior Court.

## GC-86 CHANGES AND EXTRA WORK

### GC-86.1 AUTHORITY FOR CHANGES

The City may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Contract

### C-86.2 CHANGE ORDERS

Without invalidating the Contract, the City may at any time or from time to time, by written order, order additions, deletions, or revisions in the Work related to the original scope of the Work. Change Orders will authorize these. Upon receipt of the Change Order, Contractor shall promptly proceed with the work involved. If any price or scope of the Work or an extension or shortening of the Contract Time is involved, an equitable adjustment will be made within the Change Order. In the event the Change Order increases the contract price, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Section GC-15. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Contract Documents.

### GC-86.3 WRITTEN NOTICE

The City may, at the request of the Contractor, issue interpretations, clarifications and other instructions as to the intent of the Contract Documents, in the form of Written Notices. The City may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations, clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles him to a Change in Contract Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Contract Price or Time, or both, he shall give the City notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the change in Contract Price or Time. The City shall render a timely, written decision on the Contractor's request for a change in Contract Price or Time. Should the City determine that the Contractor is not entitled to a change in Contract Time or Price, the Contractor shall proceed as directed upon receipt of the City's decision. Failure to proceed shall constitute a breach of Contract and shall be a cause for the termination of the Contract. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Contract.

### GC-86.4 EXTRA WORK

Extra work consists of new and unforeseen work determined by the City not to be covered by any of the various items for which there is a bid price or by combination of such items.

### GC-86.5 VARIATION IN QUANTITIES

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by City to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## GC-87 CHANGE ORDERS

### GC-87.1 GENERAL

The Contract Price may only be changed by a Written Change Order. Each change will be set forth in a Change Order prepared by the City and approved by City. Change Orders will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c) any adjustment of the time of completion of the Work. If the City determines that a change requiring additional work will cause delay in completion of Work, he will grant an equitable time extension for the changed work, or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of work set forth therein, furnishing all labor, material, and equipment necessary therefore, in the same manner as if such work were originally included in the Contract. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

### GC-87.2 METHODS OF PAYMENT

The value of any work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by the following method which is most advantageous to City, as determined by the City:

- A. Where the work involved is covered by unit prices contained in Contract Documents, by application of unit prices to the quantities of the items involved.
- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit.
- C. On the basis of the actual cost of the work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as force account work. Contractor's fee for force account work performed by his own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined hereinafter.

### GC-87.3 LUMP SUM CHANGE ORDER WORK

Contractor shall prepare an estimate of all extra and deleted work as described by Written Notice, using established unit prices where they are stated in the Bidding Documents. Estimates for labor, bonds, insurance, materials, and equipment required shall otherwise be based on the provisions set forth hereinafter.

### GC-87.4 CHANGE ORDERS LIMITED

Except as provided herein, no order, statement or conduct of the City or the Construction Program Manager shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Contract Price or Contract Time.

### GC-87.5 NO WORK STOPPAGE

Nothing in this Article shall excuse the Contractor from proceeding with the Contract as changed.

#### GC-87.6 CONTRACT AMENDMENT

The amount payable to the Contractor under the Contract, the Contract Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Contract.

#### **GC-88 FORCE ACCOUNT WORK**

Force account work is an Owner-defined emergency, a sudden or unforeseen failure or malfunction of an existing system, which results in the Contractor being obligated to respond to the site of the emergency as Owner-directed. Contractor may perform work on a force account basis and will be paid for properly allocated charges which may include labor, bond premium, supplies and materials, equipment and subcontract billings, incurred in the performance of such force account work as more particularly described below:

A. Labor: All labor shall be billed at the hourly rates specified in the bid. Regular rates will apply during normal business hours, defined as Monday through Friday, 7a.m.–5p.m. Overtime rates will apply during non-normal business hours. If premium rates apply, then overtime rates shall be defined as Monday through Friday, 5p.m.–8p.m. Accordingly, premium rates, if applicable, shall be defined as Monday through Saturday, 8p.m.–7a.m., all hours on Sundays and all City recognized holidays. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the City. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the force account work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

C. Materials: For materials accepted by the City and used as an integral part of the finished Work, Contractor shall receive the actual cost of such materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If materials are procured by Contractor by a method which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned and delivered to the site of the Work.

For other materials used in the construction which are not an integral part of the finished Work, such as, but not limited to, sheeting, false work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the City before such work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

D. Equipment: Contractor will be paid for the use of Contractor owned or rented equipment at seventy percent (70%) of the suggested monthly rental rates listed for such equipment in the Blue Book Rental Rates for Construction Equipment (published by Equipment Guide-Book Company of Palo Alto), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the force account work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by 176 hours. The rental rate for equipment used in excess of



eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby equipment, when authorized by the City, shall be at the rate of fifty percent (50%) of the hourly rate for equipment in use eight (8) hours per day. No payment of rentals for standby equipment will be made for more than eight (8) hours per working day and no payment will be made for weekend days or holidays. If it is deemed necessary by Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the City for its use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage and insurance. Equipment operators will be paid for as stipulated herein.

The rental time to be paid for equipment on the Work site shall be the time the equipment is required for the force account work being performed. The time shall include the time required to move the equipment to the location of the force account work and return it to the original location or to another location requiring no more time than that required to return it to its original location. Moving time will not be paid if the equipment is used at the site of the force account work on other than such force account work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment for loading and transporting will be made if the equipment is used at the site of the force account work on other than such force account work. Compensation will not be allowed while equipment is inoperative due to breakdown.

For the use of equipment moved in on the work and used exclusively for work paid for on a force account basis, providing the City has agreed to said move, Contractor will be paid the equipment use rates provided for in this clause, for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment, all in accordance with the following provisions:

1. The cost of transporting equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service commission.
2. The equipment use period shall begin at the time the equipment is unloaded at the site of the force account work, shall include each day that the equipment is at the site of the force account work, excluding Saturdays and Sundays and other legal holidays unless the force account work is performed on such days, and shall terminate at the end of the day on which the City instructs Contractor to discontinue the use of such equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the equipment is in operation for a longer time.

E. Subcontract Work: Where the Change Order applies to work being performed under a subcontract, reimbursement, including the fee for small tools, overhead and profit for the subcontractor's work performed on a force account basis shall be computed in precisely the same manner as if performed by Contractor as indicated herein. One additional allowance of five percent (5%) of the subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the subcontractor. If the subcontractor elects to contract out change order work to a third (or lower) level contractor or supplier of purchased equipment, he shall not be entitled to fees, overhead or profit for such third (or lower) level work or materials. The City reserves to right to direct the Contractor to contract directly with third (or lower) level subcontractors and suppliers of purchased equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) subcontractors and suppliers of purchased equipment. If similar work is not being

performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive bids for the requirements of the Change Order and the Contract Documents from Subcontractors acceptable to the City. Selection of the Subcontractor shall be subject to the approval of the City.

F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for work done on a force account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a force account basis.

G. Statements: No payment will be made for work performed on a force account basis until Contractor furnishes the City itemized statements of the cost of such force account work detailed as to the following:

1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman.
2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and equipment.
3. Materials - quantities of supplies and materials, prices, including transportation cost and extensions.
4. Bonds and insurance premiums.
5. Subcontract work - force account detail as above, or progress quantities and prices of unit price or lump sum subcontracts.
6. Payments for items under paragraphs (a) to (f) inclusive shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the force account work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent actual cost.

H. If, in the City's opinion, Contractor or any of his subcontractors, in performing force account work, are not making efficient use of labor, material, or equipment and/or are proceeding in a manner which is expensive to the City, the City may request the Contractor to make more efficient use of labor, material and equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the City may independently determine the reasonable cost of the work and the Contractor will be entitled only to the reasonable cost so estimated by the City.

#### GC-89 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the City, at such time as the order is set forth in the form of

a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Clause GC-88, Change Orders.

GC-90 CHANGED CONDITIONS

Contractor shall notify the City in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those represented in this Contract; or
- B. Unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The City will promptly investigate conditions of which it is so notified or conditions discovered by it which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If the City determines that the conditions materially differ and that they will materially increase or decrease the costs of any portion of Work, it will issue a Change Order adjusting the compensation for such portion of Work.

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## **SUPPLEMENTAL GENERAL CONDITIONS**

The provisions of the City of Lawrenceville Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this CONTRACT. All provisions of the General conditions that are not changed, amended, or supplemented, remain in full force.

- 1.01 Certificate for Payment Forms
- 1.02 Conflict of Interest
- 1.03 Protection of Lives and Property
- 1.04 Remedies
- 1.05 Gratuities
- 1.06 Audit and Access to Records
- 1.07 Small, Minority and Women's Businesses
- 1.08 Anti-Kickback
- 1.09 Violating Facilities
- 1.10 State Energy Policy
- 1.11 Equal Opportunity Requirements

### **1.01 CERTIFICATE FOR PAYMENT FORMS**

- A. Section 00900, "Certificate for Payment", or similar form approved by the City of Lawrenceville shall be used when estimating monthly payments due to the CONTRACTOR.
- B. The CITY may after consultation with the DEPARTMENT withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the CITY from loss on account of:
  - 1. Defective work not remedied.
  - 2. Claims filed.
  - 3. Failure of CONTRACTOR to make payments properly to subcontractors or suppliers.
  - 4. A reasonable doubt that the WORK can be completed for the balance then unpaid.
  - 5. Damage to another CONTRACTOR.
  - 6. Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.

- C. Where WORK on unit price items is substantially complete but lacks testing, clean up and/or corrections, amounts shall be deducted from unit prices in partial payment estimates to amply cover such testing, clean-up and/or corrections.
- D. When the items in B and C are cured, payment shall be made for amounts withheld because of them.
- E. Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the CONTRACTOR.

#### **1.02 CONFLICT OF INTEREST**

- A. Unacceptable bidders. An INSPECTOR or ENGINEER (individual or firm including persons they employ) who has prepared plans and specifications will not be considered an acceptable bidder. Any firm or corporation in which such INSPECTOR or ENGINEER (including persons they employ) is an officer, employee, or holds or controls a substantial interest will not be considered an acceptable bidder. Contracts or purchases by the CONTRACTOR shall not be awarded or made to a supplier or manufacturer. Bids will not be awarded to firms or corporations who are owned or controlled wholly or in part by a member of the governing body of the CITY or to an individual who is such a member.
- B. The CITY'S officers, employees, or agents shall not engage in the award or administration of this CONTRACT if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of their immediate family; (c) their partner or (d) an organization which employs, or is about to employ, any of the above has financial or interest in the CONTRACTOR. The CITY'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

#### **1.03 PROTECTION OF LIVES AND PROPERTY**

- A. In order to protect the lives and health of its employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.
- B. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.

#### **1.04 REMEDIES**

Unless otherwise provided in this CONTRACT, all claims, counterclaims, disputes, and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this CONTRACT or the breach thereof will be heard in the Superior Court of Gwinnett County, Georgia. All parties hereby waive any defenses of lack of personal or subject matter jurisdiction or lack of venue in the Superior Court of Gwinnett County and agree to have all disputes heard in the Superior Court of Gwinnett County.

#### **1.05 GRATUITIES**

- A. If the CITY finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR'S agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, agent of the CITY, the State, or Gwinnett County officials in an attempt to secure this CONTRACT or favorable treatment in awarding, amending, or making any determinations related to the performance of this CONTRACT, the CITY may, by written notice to the CONTRACTOR, terminate this CONTRACT. The CITY may also pursue other rights and remedies that the law or this CONTRACT provides. However, the existence of the facts on which the CITY bases such findings shall be an issue and may be reviewed in proceedings under the Remedies clause of this CONTRACT.
- B. In the event this CONTRACT is terminated as provided in paragraph A the CITY may pursue same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the CITY may pursue exemplary damages in an amount (as determined by the CITY) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

#### **1.06 AUDIT AND ACCESS TO RECORDS**

For all negotiated contracts (except those of \$10,000 or less), the City of Lawrenceville, the Comptroller General, the CITY or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR, which are pertinent to the CONTRACT, for the purpose of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

#### **1.07 SMALL, MINORITY AND WOMEN'S BUSINESSES**

If the CONTRACTOR intends to let any subcontracts for a portion of the work, the CONTRACTOR shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall consist of (1) including qualified small minority, and women's businesses on solicitation lists; (2) assuring that small, minority and women's businesses are solicited whenever they are potential sources; (3) dividing total

requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (4) establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women's businesses; (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the U.S. Department of Commerce; (6) requiring each party to a subcontract to take the affirmative steps of this section; and (7) CONTRACTORS are encouraged to procure goods and services from labor surplus area firms.

#### **1.08 ANTI-KICKBACK**

The CONTRACTOR shall comply with the Copeland Anti-kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The CITY shall report all suspected or reported violations to FmHA.

#### **1.09 VIOLATING FACILITIES.**

CONTRACTOR shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Water Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15 which prohibit the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities, The CONTRACTOR will report violations to the EPA.

#### **1.10 STATE ENERGY POLICY**

The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan, shall be utilized.

#### **1.11 EQUAL OPPORTUNITY REQUIREMENTS**

For all contracts, the CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).



**CITY OF LAWRENCEVILLE  
PURCHASING DEPARTMENT  
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

**I. PREPARATION OF BIDS**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Lawrenceville contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Counsel. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

**II. DELIVERY**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

**III. EXPLANATION TO BIDDERS**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information

would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

#### **IV. SUBMISSION OF BIDS**

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Lawrenceville Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. The City of Lawrenceville is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Lawrenceville. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

#### **V. WITHDRAWAL OF BID DUE TO ERRORS**

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly

in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the City of Lawrenceville Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Lawrenceville's discretion.

#### **VI. TESTING AND INSPECTION**

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

#### **VII. F.O.B. POINT**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. PATENT INDEMNITY**

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

#### **IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to City of Lawrenceville for any bid as required in bid package or document. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the bid when required in the bid package or document.**

## **X. DISCOUNTS**

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the City check.

## **XI. AWARD**

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.
- B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

## **XII. DELIVERY FAILURES**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the Purchasing Manager for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

## **XIII. CITY FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the City unless so provided in the invitation to bid.

## **XIV. REJECTION AND WITHDRAWAL OF BIDS**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

## **XV. CONTRACT**

Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a City of Lawrenceville "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that City of Lawrenceville requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, City of Lawrenceville shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Lawrenceville fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of  $\frac{1}{2}\%$  per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

## **XVI. NON-COLLUSION**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

## **XVII. DEFAULT**

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Manager, shall constitute contract default.

## **XVIII. TERMINATION FOR CAUSE**

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

## **XIX. TERMINATION FOR CONVENIENCE**

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

#### **XX. DISPUTES**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

#### **XXI. SUBSTITUTIONS**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

#### **XXII. INELIGIBLE BIDDERS**

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

#### **XXIII. AMERICANS WITH DISABILITIES ACT**

All contractors for City of Lawrenceville are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), City of Lawrenceville provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

#### **XXIV. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS**

Alterations of City documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

#### **XXV. TAX LIABILITY**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

## **XVIII. STATE LAW REGARDING WORKER VERIFICATION**

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the City, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The City shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Manager shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

State Law requires that all who enter into a contract for public works as defined by O.C.G.A. 36-91-2(10) for the City must satisfy the Illegal Immigration Reform and Enforcement Act of 2011, in all manner, and such are conditions of the contract.

By submitting a bid to the City, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with the Illegal Immigration Reform and Enforcement Act of 2011. Original signed, notarized Subcontractor Affidavits and Agreements must be submitted to the City.

A contractor's failure to participate in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 shall be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011, City of Lawrenceville may direct the contractor to terminate that subcontractor. A contractor's failure to follow City of Lawrenceville's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by the Illegal Immigration Reform and Enforcement Act of 2011 may be sanctioned by termination of the contract.

## **XXIX. GENERAL CONTRACTORS LICENSE**

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

## **XXXI. INDEMNIFICATION**

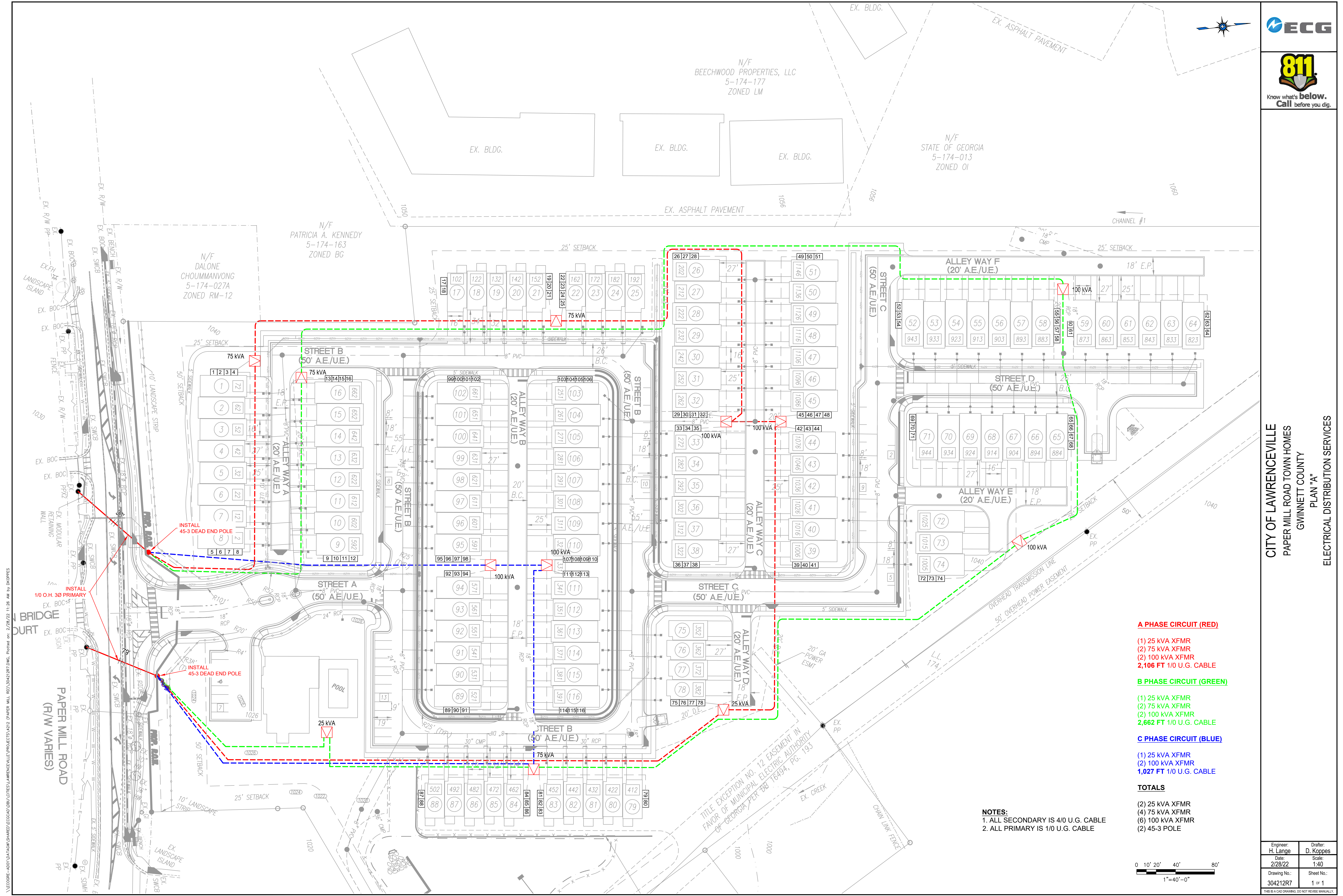
To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, the inspector, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties,

liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission 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, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the inspector, or any of their agents 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 contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

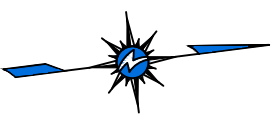
#### **XXXII. GEORGIA 811**

Effective July 1, 2014: The Georgia Utility Facility Protection Act (GUFPA) was established to protect the underground utility infrastructure of Georgia. GUFPA mandates that, before starting any mechanized digging or excavation work, the contractor is required to contact Georgia 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any similar work pursuant to Georgia law (O.C.G.A. Title 25, Chapter 9).





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CITY OF LAWRENCEVILLE  
PAPER MILL ROAD TOWN HOMES  
GWINNETT COUNTY  
PLAN "A"

ELECTRICAL DISTRIBUTION SERVICES

**A PHASE CIRCUIT (RED)**

- (1) 25 kVA XFMR
- (2) 75 kVA XFMR
- (2) 100 kVA XFMR
- 2,106 FT 1/0 U.G. CABLE

**B PHASE CIRCUIT (GREEN)**

- (1) 25 kVA XFMR
- (2) 75 kVA XFMR
- (2) 100 kVA XFMR
- 2,662 FT 1/0 U.G. CABLE

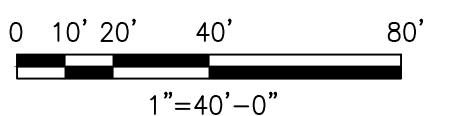
**C PHASE CIRCUIT (BLUE)**

- (1) 25 kVA XFMR
- (2) 100 kVA XFMR
- 1,027 FT 1/0 U.G. CABLE

**TOTALS**

- (2) 25 kVA XFMR
- (4) 75 kVA XFMR
- (6) 100 kVA XFMR
- (2) 45-3 POLE

- NOTES:**
1. ALL SECONDARY IS 4/0 U.G. CABLE
  2. ALL PRIMARY IS 1/0 U.G. CABLE



Engineer: H. Lange	Drafter: D. Koppes
Date: 2/28/22	Scale: 1:40
Drawing No.: 304212R7	Sheet No.: 1 of 1

THIS IS A CAD DRAWING. DO NOT REUSE MANUALLY.