**CONTRACT AGREEMENT**
**ITB #27-314**

**TOWN CENTER STREETSCAPE**
**(LAKEFIELD DRIVE IMPROVEMENTS) PROJECT**

This Agreement made and entered into this __ day of _____, in the year 2____; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Contractor Name ("Contractor"), located at Address, City, State, Zip.

WHEREAS, the City of Johns Creek is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Johns Creek; and

WHEREAS, the City of Johns Creek has caused Invitation to Bid (ITB) #27-314 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor Name") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the ITB #27-314 and the Contractor's submittal was deemed by the City of Johns Creek to be the lowest most responsive, responsible bid meeting the minimum specifications to the City per the scope dated November 10, 2027.

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

**1.0 Scope of Work**

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

***EXHIBIT A-SPECIFICATIONS***
***EXHIBIT B-COST PROPOSAL***
***EXHIBIT C-REQUIRED FORMS AND DOCUMENTS***
***EXHIBIT D-MAP***

**2.0 Key Personnel**

The City of Johns Creek enters into this Agreement having relied upon Contractor providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to

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the work under this Agreement.

**3.0 Compensation**

3.1 Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the ITB and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings. If applicable, and unless the ITB provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

3.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

3.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

**4.0 Duration of Contract**

4.1 The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall be for a period of Five-hundred and Forty (540) calendar days from the issuance of the "Notice to Proceed" and all orders/services issued and postmarked by the City during said term shall be filled at the contract price.

4.2 Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the ITB/RFP and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such

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delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

**5.0 Independent Contractor**

5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Johns Creek. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Johns Creek Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Johns Creek and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

**6.0 Indemnification**

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

**7.0 Performance**

Performance will be evaluated on a weekly basis. If requirements are not met, City of Johns Creek Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have no more than thirty (30) days to remedy the situation.

If requirements are not remedied City of Johns Creek has the right to cancel this Agreement with no additional obligation to Contractor.

7.1 Final Completion, Acceptance, and Payment

a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the work in accordance with the Contract Documents.

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c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 13.

**8.0 Changes**

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

**9.0 Change Order Defined**

Change Order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

**10.0 Time and Liquidated Damages**

10.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than Five-hundred and Forty (540) calendar days from issuance of the Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor represents that it has taken all difficulties due to weather conditions into consideration in preparing the proposed Contract Sum and in establishing the time for completion of the Work. the completion time will not be extended for normal bad weather. Time for completion of the Work includes an allowance for calendar days on which work cannot be performed out-of-doors. For the purposes of this Agreement, the Contractor agrees that it expects to lose working days to weather in accordance with the following table:

| | | |
|---|---|---|
| January-14 days | May-6 days | September-2 days |
| February-14 days | June-3 days | October-3 days |
| March-10 days | July-4 days | November-5 days |
| April-7 days | August-2 days | December-9 days |

If the total number of calendar days lost per month due to bad weather exceeds the total monthly calendar days identified in the above table, the contract time will be extended by the number of calendar days needed to include the excess number of days lost. However, the Owner will not be obligated to pay any additional sums resulting from such a delay, including but not limited to overhead and profit.

10.2 The Contractor shall be assessed liquidated damages in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Section 108-Prosecution and Progress, subsection 108.08, latest edition, for any work not completed within the substantially complete time limit stated in the Scope of Work for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor

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overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

**11.0 Insurance**

11.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be $1,000,000 per person and $2,000,000 per occurrence for bodily injury and $500,000 per occurrence for property damage.

11.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this Agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

**12.0 Termination**

12.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
c) The Contractor fails to comply with confidentiality laws or provisions; and/or
d) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

12.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
c) The Contractor fails to make substantial and timely progress toward performance of the contract;
d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the

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Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

a) Immediately terminate the Contract without additional written notice; and/or
b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor for such termination.

12.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, profit, delay damages or other costs associated with the performance of the Contract.

12.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

**13.0 CLAIMS and DISPUTE RESOLUTION**

13.1 Claims Procedure

a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in Section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
b) Contractor shall file its Claim within the earlier of: 120 Days from City's final offer in accordance with Section 8; or the date of Final Acceptance.

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c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
f) After Contractor has submitted a fully-documented Claim that complies with all applicable provisions of this Section 13.1, City shall respond, in writing, to Contractor with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

13.2 Arbitration

a) If Contractor disagrees with City's decision rendered in accordance with paragraph 13.1f, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim; failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
    1. Disputes involving $30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
    2. Disputes over $30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
c) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Fulton County.
d) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
e) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
f) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

**14.0 Confidential Information**

14.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The

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Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
d) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

14.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and
all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

14.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

14.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

14.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

**15.0 Inclusion of Documents**

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB, as amended, and the Contractor's submittal, the language in the former shall govern.

15.1 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**16.0 Compliance with All Laws and Licenses**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

16.1 Federal Requirements.

16.1.1 Federal Compliance Regulations

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Federal regulations apply to all City of Johns Creek contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

a) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
b) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
c) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
    1. Any patent that shall result under this Contract; and
    2. Any patent rights to which the Contractor purchases ownership with grant support;
d) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
    1. The copyright in any work developed under this contract; and
    2. Any rights of copyright to which the Contractor purchases ownership with grant support.
e) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
f) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

16.2 Georgia Security and Immigration Compliance Act

a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "Exhibit C" and incorporated herein by reference and made a part of this contract.
b) The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

**17.0 Assignment**

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Johns Creek's prior written consent.

**18.0 Amendments in Writing**

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

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**19.0 Drug-Free and Smoke-Free Work Place**

19.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

19.2 The Contractor will secure from any sub-contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

19.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

a) The Contractor has made false certification herein; or
b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

**20.0 Additional Terms**

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

**21.0 Antitrust Actions**

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Johns Creek all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Johns Creek pursuant hereto.

**22.0 Reporting Requirement**

Reports shall be submitted to the Project Manager on a Monthly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

**23.0 Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

**24.0 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

**25.0 Special Terms and Conditions**

(Attached are any special terms and conditions to this contract, if applicable:)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

| CITY OF JOHNS CREEK: | CONTRACTOR'S NAME: |
|---|---|
| By: _____ | By: _____ |
| Title: City Manager_____ | Title:_____ |
| Name: Kimberly Greer_____ | Name:_____ |
| Date: _____ | Date: _____ |
| ATTEST:_____ Sign | ATTEST:_____ Sign |
| NAME: Allison Tarpley_____ Print | NAME: _____ Print |
| DATE: _____ | DATE: _____ |
| SEAL: | SEAL (COMPANY): |

SAMPLE

# EXHIBIT A.

# Bid Specifications

## PURPOSE, INTENT AND PROJECT DESCRIPTION

The Contractor will construct streetscape improvements with on-street parking and pedestrian facilities along Lakefield Drive, construct a new connector road between Johns Creek Parkway and Lakefield Drive, reconstruct the West entrance of City Hall with a raised intersection, install decorative elements, and complete all other miscellaneous items necessary for completion of the work with the City of Johns Creek (City), Georgia. This work includes the following project:

**TOWN CENTER STREETSCAPE (LAKEFIELD DRIVE IMPROVEMENTS)**

All work shall be constructed according to the Construction Plans and is made part of the contract by reference.

## SCOPE OF WORK

The Contractor shall construct the project per:

- Georgia Department of Transportation (GDOT) Specifications, Standards, and Details;
- Applicable City of Johns Creek Specifications and Details;
- The Contract Documents including but not limited to the scope of work and specifications;
- The Plans - drawings/details/notes;
- Purchase Order;
- Approved Schedule;
- City of Johns Creek ordinances and regulations;
- OSHA standards and guidelines;
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. The contractor will be responsible for constructing all improvements shown on the plans unless specifically noted otherwise in the specifications/plans.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions. In case of discrepancies between the plans and specifications, the most stringent prevails.

The successful bidder must have verifiable experience at construction of similar projects in accordance with these specifications. **Bidder shall submit (3) references demonstrating experience completing projects of similar scope (please include contact email please).**

Retainage in the amount of 5% of the total amount due on each monthly invoice will be held by the City until project completion and acceptance.

SAMPLE

The City, directly or through its contracted Construction, Engineering, and Inspection (CE&I) consultant, will inspect the work as it progresses.

**BID QUESTIONS:**

All questions related to the project and documents must be asked electronically through BidNet. A response will be made prior to 72 hours of the Deadline to Submit Bid electronically via BidNet. Contact with City staff during the solicitation period is forbidden. Offerors may contact the procurement officer for any clarification on schedule and bid submissions at *purchasing@johnscreekga.gov*.

**PROCUREMENT SCHEDULE:**

| | |
|---|---|
| Bid Release | October 12, 2026 |
| Virtual Pre-Bid Meeting | October 20, 2026, 3:00 PM ET |
| Deadline to Submit Questions | November 2, 2026, 5:00 PM ET |
| **Deadline to Submit Bid** | **November 10, 2026, 2:00 PM ET** |
| Anticipated Work Session | December 7, 2026 |
| Anticipated Council Meeting | January 11, 2027 |
| Anticipated NTP | January 18, 2027 |
| Anticipated Completion Date | 540 Calendar Days from NTP Date |

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards for construction materials, methods and procedures. Please refer to the GDOT website for the most current versions of the Specifications and Special Provisions.

**The Contractor shall adhere to the following specifications unless they are not applicable to the project design scope or noted otherwise in the "Additional Special Provisions and Notifications" Section of this document.**

**PROSECUTION AND PROGRESS**

The Contractor will have Five-hundred and Forty (540) calendar days from issuance of Notice to Proceed to be substantially complete with the project. The Contractor will be considered substantially complete when all contract work except for punch list work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon Notice of Award the Contractor will be required to submit a Progress Schedule. The Contractor shall be assessed liquidated damages in the amount of $450.00 per calendar day for any work not completed by the deadline. Liquidated damages shall be deducted from the 5% retainage held by the City.

The work will require the bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon notification from the contractor that all work is complete. A Punch List of found deficiencies will be submitted to the contractor upon completion of the Final Inspection. The Contractor at his expense shall complete all Punch List work prior to issuance of Final Acceptance. The City will retain 5% of the fee due the Contractor until

SAMPLE

the Final Acceptance of work is issued by the City. The retainage will be paid as the final invoice after the project has been completed and accepted.

The Contractor shall not install lane closures or perform work or move equipment or materials on the traveled way that interferes with traffic flow between the hours of 6:00 am to 9:00 am and 4:00 pm to 8:00 pm (Monday through Friday) and 9:00 am to 1:00 pm on Sundays if weekend work is permitted.

Normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will permit extended workdays and work weeks for this project. The contractor must provide a work plan for these extended times to be approved by the City. No work will be allowed on City holidays (a complete list can be found on the City's website).

**PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall submit Notice of Intent as primary permittee in order to obtain the appropriate NPDES permit as per plans.

**MATERIALS**

The Contractor and/or the CE&I firm hired by the City will be responsible for quality control testing of materials incorporated into the project. All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

The Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

**INVOICING**

The Contractor shall invoice monthly for work satisfactorily completed. Invoices need to be sent to the City's hired CE&I firm and Project Construction Mangers for approval. The Contract Number shall be listed on all invoices. Appropriate backup documentation shall be provided with each invoice. This backup must include an Excel spreadsheet showing the original estimated quantity, previous quantities completed, and quantities completed for that Payment Application.

If Fulton County Water and Sewer Utilities are included in the project, the costs for those items must be presented as a separate sub-total or separate invoice.

**EXISTING CONDITIONS / DEVIATION OF QUANTITIES**

All information given in this ITB, shown on the plans and / or included in the supporting documentation concerning quantities, scope of work, existing GDOT conditions, etc. is for information purposes only. It is the Contractors responsibility to inspect the project site to verify existing conditions prior to submitting their bid. No adjustment will be made to the bid for differing site conditions.

SAMPLE

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in their lump sum bid for Grading Complete. No adjustment will be made to the bid based on missing or inaccurate information.

No payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

**UTILITIES**

Contractor shall be responsible for protecting all utilities and for coordinating any utility relocation necessary for the completion of the work.

All known utility facilities are shown schematically on highway plans and are not necessarily accurate in location as to plan or elevation. Utility facilities such as service lines or unknown facilities not shown on plans will not relieve the contractor of their responsibility under this requirement. "Existing utility facilities" means any utility that exists on the project in its original, relocated or newly installed position.

**WATER AND SEWER REPLACEMENTS**

Unless otherwise noted in the plan set, the contractor shall be responsible for adjusting to grade and/or replacing all existing Fulton County owned water and sewer structures that are impacted by the proposed project including, but not limited to, those shown on the 44-Series Plan Sheets.

Fulton County Technical Specifications shall be used for all adjustments and replacements of water and sewer facilities. Contractor or sub-contractor shall be on the Fulton County approved contractor list in order to complete this work.

All pipe fittings and accessories shall be included with the pipe (LF) price. No extra payment for traffic control and grading will be made. Those costs shall be included in the price bid for pipe installation.

**TRAFFIC CONTROL**

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction to the citizens. Work staging and operations shall be conducted in a manner to minimize interference with traffic flow thru existing parking areas. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with MUTCD and DOT specifications. Contractor shall take all necessary precautions for the protection of the workers and safety of the public.

SAMPLE

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

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

Two-way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

All personnel, equipment, and materials required for installing and maintaining traffic control shall be the responsibility of the contractor.

**Mandatory: Contractor shall furnish copies of traffic control certifications and a headshot photo of all personnel providing traffic control services during project. This requirement shall be furnished to the City at the project kick-off meeting.**

Additional restrictions apply to Signal Work – See "Signal Installations/Upgrades" Section below.

## PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property including, but not limited to, crops, fish ponds, trees, monuments, irrigation, mailboxes, highway signs and markers, fences, landscaping, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall notify the City after damage occurs in a timely manner and coordinate with the City to determine how quickly repairs shall be made on a case-by-case basis based on the safety, utility, and cost of the resulting damage. No retainage shall be released to the Contractor prior to correction of any damages.

Contractor will be responsible for ensuring adjacent parcel owners have access to their mailboxes. This includes relocating mailboxes temporarily and/or permanently, if necessary, at no additional cost to the City.

SAMPLE

## SURVEY

The Contractor will be responsible for all staking necessary to complete construction activities. All survey equipment, stakes and other materials needed, will be considered incidental to construction operations and no additional compensation will be provided. Electronic CAD files will be available to the winning bidder for information purposes only.

## ESTABLISHING SURVEY CONTROL

The Contractor shall coordinate with the City of Johns Creek to reestablish and/or verify survey control prior to conducting any work activities for all highway projects greater than 500' in length or with a construction contract value greater than $250,000.

## RIGHTS AND USE OF MATERIAL

Materials excavated within the project limits become the property of the Contractor. The Contractor, at his/her discretion, may elect to incorporate any of the excavated material into his/her work provided and that it is suitable for the intended use. Materials identified to be removed and are unsuitable for the project will be removed from the site by the Contractor. All excavation, placement, hauling and grading of on-site material will be the Contractors responsibility.

## GRADING COMPLETE

The Contractor shall be responsible for all grading work including all clearing, grubbing, hauling, grading, excavation, backfilling, and compaction tasks associated with the work. In addition to the above listed tasks, any costs associated with providing borrow material from a location not within the project limits will be the responsibility of the Contractor. Sub-grade excavation to required elevations, removal of excavated material if necessary, sub-grade compaction, fine grading, and back-filling excavated area with suitable material will be the responsibility of the Contractor. Also included in this work will be the removal and hauling off of existing construction materials, trees and any other items necessary to complete the work.

Finished grade of disturbed areas will match and blend with the elevation, context, and material type of existing adjacent areas not disturbed by construction operations.

The Contractor is also responsible for maintaining drainage throughout the contract. This includes, but is not limited to any ditch grading and/or temporary pipes required to accomplish this.

The costs of any required shoring required to construct stormwater pipes within the provided right of way and/or easements at the depth shown in the plans shall be included in the cost of Grading Complete.

Tree save fence shall be installed and maintained by the contractor as indicated on the plans.

The bidder shall include the cost for all such work in the "Grading Complete" bid item.

SAMPLE

## TREE PRESERVATION

The City desires to preserve as many specimen trees as possible within these projects. This means that trees are only to be removed if their trunks or a significant amount of their root system are within the limits of construction and/or will be impacted by other ancillary activities required during construction such as utility relocation.
For projects involving a trail or sidewalk, the City seeks opportunities to meander those features around existing trees if possible.

Prior to any clearing activities, the Contractor shall meet with the City's assigned Construction Manager in the field and mark the trees outside of the limits of construction that shall be preserved. Prior to this meeting the Contractor shall have staked the easements and construction limits.

In addition to construction limits, factors such as agreed upon right of way stipulations and impacts due to utility relocations should also be considered when determining whether or not a tree can be preserved.

If indicated on the plans, tree save fence shall be installed and maintained by the contractor as indicated on the plans.

The bidder shall include the cost for all such work in the "Grading Complete" bid item.

## EROSION/SEDIMENT CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines, obtaining any required permits, and submitting the Notice of Intent as needed to meet these guidelines

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion.

The Contractor shall coordinate with the City to have the 7-Day Inspection performed by the engineer.

Contractor shall install and maintain erosion control BMP's per the plans unless directed otherwise by the City.

## GRASSING

Contractor will be responsible for temporary and permanent grassing all disturbed areas. This work shall consist of ground preparation, furnishing and planting, seeding (including the cost of the seed), fertilizing, sprigging, mulching and watering of all areas disturbed due to construction operations. This work will comply with GDOT Section 700 – "Grassing". Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. The type of grass to be used shall match the established grass on the adjacent property or as noted on any Right of Way Plans or property stipulations.

SAMPLE

In the event that areas are damaged prior to final project acceptance, the Contractor will repair or replace as necessary.

## CITY FIBER

They City owns and maintains a traffic fiber network.

The Contractor is responsible for relocating and/or installing any fiber shown on the plans.

## COORDINATION

The Contractor shall keep the City updated on the construction schedule, daily work plans and any challenges, setbacks in a timely manner. The Contractor shall provide advance notice to the City for activities that are expected to required lane or road closures, impact access to/from a driveway, and/or impact school-related activities.

Once Notice to Proceed has been provided, the Contractor shall establish a work schedule that includes, but not limited to clearing/grubbing, utility relocations, paving, and/or concrete work.

An updated schedule shall be included with each payment application/invoice.

## PREPARATION OF SUBGRADE

This work shall consist of constructing the sub-grade such that the finished line and grade will conform to the line and grade as shown on the plan or as directed by City staff. The subgrade will be compacted to a degree such that no noticeable deflection is apparent. Removal of unsuitable material and replacement with suitable material is the responsibility of the Contractor. The City staff will verify line, grade, and compaction prior to placement of any materials. Contractor will not proceed with placement of materials without authorization by City staff.

## CONCRETE SIDEWALK

The Contractor shall construct 4” and/or 6” depth Portland Cement Concrete sidewalks as stated in the plans, in accordance with the typical section.

Where space does not allow for a two-foot setback or where immovable objects restrict the width or location of the sidewalk, the contractor shall seek approval by the City prior to making adjustments in regard to the sidewalk width and/or location. Curb cut ramps shall be located at all intersections and driveways in accordance with GDOT and ADA requirements.

In addition, ADA compliant detectable warning surfaces shall be used at the toe of the ramps. Curb cut ramps and detectable warning surfaces are incidental to the cost for the Portland cement concrete sidewalks.

The detectable warning surfaces shall be the yellow fiberglass insert type and shall be at a minimum 2’ x 4’ in size. The detectable warning surfaces shall be considered incidental and no separate payment will be made. Also, the proposed sidewalk shall tie to the existing driveways in accordance with GDOT and ADA requirements. ADA ramps will be paid for at the contract unit price per SDY for sidewalk.

SAMPLE

This work shall consist of supplying, transporting, forming, placing, finishing, and curing Portland Cement Concrete as sidewalks at locations specified in this ITB. Concrete shall conform to the minimum requirements for Class "B" as specified by GDOT. Concrete shall be placed only when the air temperature is 40 degrees Fahrenheit and rising. Concrete will be protected from freezing for the first 24 hours. Appropriate levels of care will be employed by contractor to restrict public access to uncured concrete. Concrete will be broom finished, edged, and jointed.

Concrete sidewalk construction will be performed in accordance with current GDOT specifications. Wherever sidewalks meander from the adjacent roadway, the contractor shall ensure that they follow all ADA guidelines, including, but not limited to the maximum grade requirement of 5%, and ensure that positive drainage flow is achieve. For any such locations of meandering sidewalks, it is the intent of the City to minimize tree removal, impacts to existing features, and/or required grading while meeting ADA requirements. Prior to tree removal and construction activities within such sections of the sidewalk, the contractor shall coordinate in the field with COJC as needed to establish a final trail and grading plan. This coordination process will establish which trees will be permitted to be removed for the project.

**CONCRETE CURB AND GUTTER**

The curb and gutter shall be installed in a manner to provide a uniform, standard curb and gutter section. It shall be installed to provide a straight and consistent-width gutter. It shall tie in to any surrounding existing curb and gutter in a smooth manner, without kinks.

Where the existing asphalt edge is not smooth, the Contractor shall saw cut the existing edge of pavement prior to forming and pouring the concrete. This work is incidental and no separate payment will be made to saw-cut the asphalt.

The concrete for the specified curb and gutter shall be formed to the standard width specified in the plans. Should a gap between the asphalt and the newly formed curb and gutter exist due to saw-cutting and/or existing conditions, the following procedures shall be followed:

Case 1 - Full Depth or Mill/Overlay Projects: For projects that involve asphalt/lane work, follow detail for Class "B" Concrete Widening

Case 2 – No Asphalt Work: For projects that do not include asphalt/lane work, the Contractor shall fill in the gap up to the existing surface course using concrete that has been dyed black.

Payment for this concrete will be made using 999-9999 GAP CONCRETE – BLACK (CY).

**HANDRAIL INSTALLATION**

The contractor shall install handrails as noted in the plans. The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work.

Handrails shall be installed according to the Johns Creek Handrail Detail.

Contractor must receive approval from the City project contact prior to purchase and installation.

SAMPLE

## ASPHALT CONCRETE PAVEMENT

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

Refer to the typical sections for asphalt depths.

## THERMOPLASTIC/PREFORMED PLASTIC PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings on the asphalt pavement sections and Preformed Plastic Markings with black contrast on the bridge. Final (thermoplastic and preformed plastic) pavement markings shall be placed at least 20 calendar days but no more than 60 calendar days after placement of final asphalt lift. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

The Contractor shall install temporary paint pavement markings prior to re-opening the roadway. This work will be considered incidental and should be included in the lump sum bid for Traffic Control.

The 20-day wait period for installing final thermoplastic striping will not count against the available calendar days as long as all other work is complete, including temporary centerline striping, and the road has been re-opened.

Existing striping shall be removed by a City approved method. Depending on field conditions, methods may include:

1. Blasting for temporary and painted striping
2. Grinding for thermoplastic striping. The Contractor shall use a surface treatment for eradication by grinding to ensure and even look and feel to the roadway, if needed.

## SAFETY

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

## CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform cleanup activities may result in suspension of the work.

Contractor shall be responsible for clearing any construction debris from usable shoulders in a timely manner so as not to become a hazard.

SAMPLE

**PEDESTRIAN ACCESS**

If an existing pedestrian access is present within the project area, the Contractor must ensure that the access is maintained or provide an equivalent alternate path throughout the duration of construction, unless the City grants an exception. The bidder is required to include the cost of this work under the "Grading Complete" bid item.

**DRIVEWAYS**

The contractor is responsible for ensuring that all driveways are constructed to avoid uncomfortable or hazardous conditions for drivers entering or exiting. This includes, but is not limited to, issues such as blind spots and vehicles scraping or bottoming out. The contractor must evaluate the site for such conditions and make any necessary grading adjustments prior to the installation of concrete or asphalt. The contractor shall be responsible for correcting any driveways that are found to be deficient at no additional cost to the City.

**RIGHT OF WAY STIPULATIONS**

The following Parcel Stipulations negotiated during the Right of Way Acquisition process shall be addressed by the contractor. No additional payment shall be made for these actions unless a material quantity is provided in the bid schedule.

**ADDITIONAL SPECIAL PROVISIONS AND NOTIFICATIONS**

See separate document.

**REQUIRED BONDS**

| | |
|---|---|
| 5% | Bid Bond (Contract value). |
| 100% | Payment Bond (Contract value). |
| 100% | Performance Bond (Contract value) |

**INSURANCE REQUIREMENTS**

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the city covering:

Insurance covering claims under Workmen's Compensation, in accordance with the laws of the State of Georgia, disability benefit and other similar employee benefit acts, against himself or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them be liable.

Owner's protective liability insurance, in the name of the City, his professional consultants and their agents as additional insured under the contractor's general liability insurance policy with respect to the services performed by the Contractor for the City, with the following minimum coverage amounts:

SAMPLE

- General Liability Insurance:
    - $1 million per occurrence (minimum)
    - $3 million aggregate
    - $100,000 Damage to Rented Premises
    - Shall include Projects and Completed Operations coverage
    -

- Professional Liability:
    - $1 million per occurrence
    - $3 million aggregate

Any exclusion of so-called underground damage to pipes, collapse of structures or damage resulting from explosion or blasting, shall be deleted. Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the project.

Certificate Holder should read: The City of Johns Creek, Georgia, 11360 Lakefield Drive, Johns Creek, Georgia 30097.

SAMPLE

**EXHIBIT B.**

**COST PROPOSAL**

SAMPLE

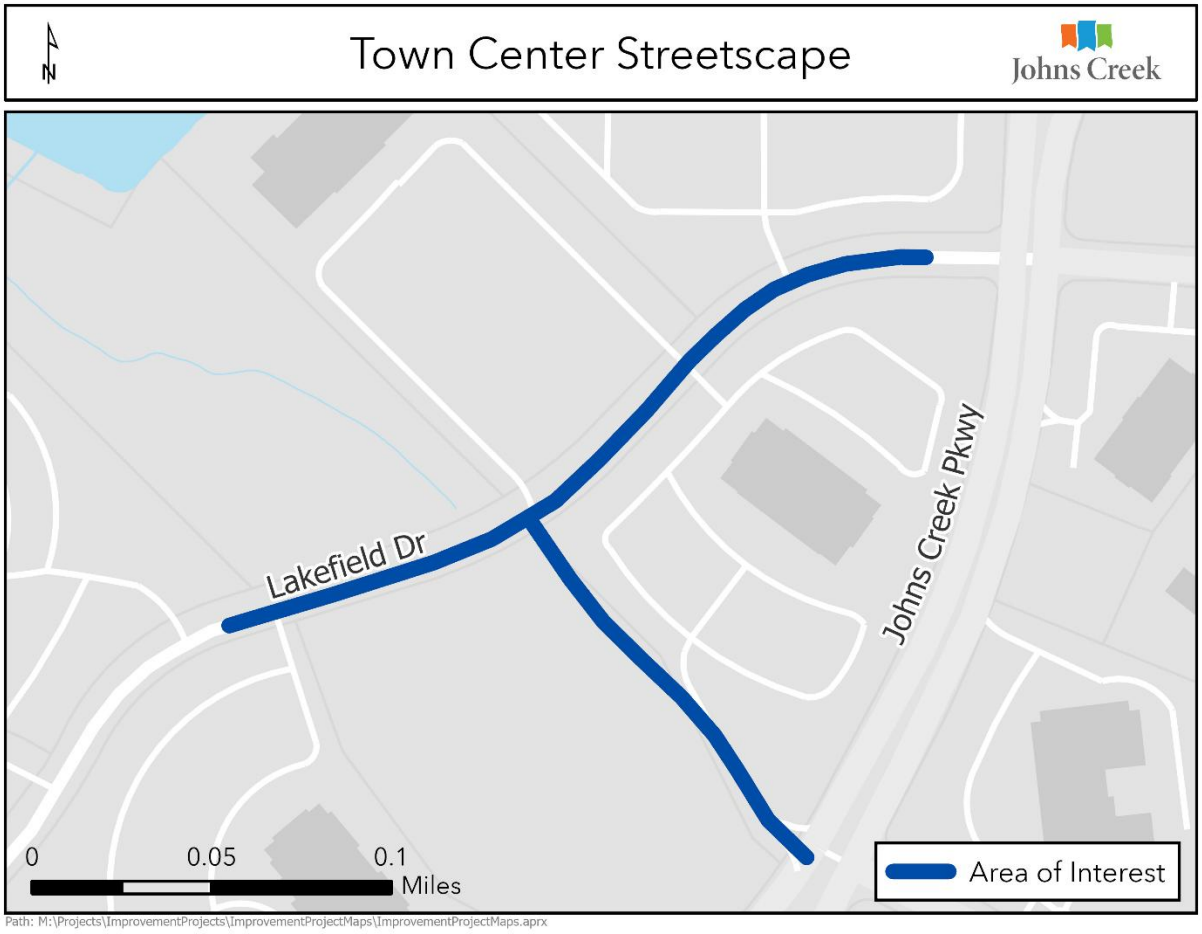
**EXHIBIT C.**

**REQUIRED FORMS & DOCUMENTS**

SAMPLE

**EXHIBIT D.**

**LOCATION MAP**




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