



Cherokee County  
Board of Commissioners

Department of Transportation  
1130 Bluffs Parkway  
Canton, Georgia 30114

Contract Documents – RFB#2018-037

2018 Resurfacing Project  
Project No. 65708, Cherokee County

Award Date:

Contractor:

## CONSTRUCTION AGREEMENT

This Construction Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter referred to as the "County"), and \_\_\_\_\_ (hereinafter referred to as the "Contractor").

### W I T N E S S E T H:

**WHEREAS**, the County issued a Notice to Contractors, dated **March 8, 2018**, to solicit bids for the **2018 Resurfacing Project, Project No. 65708, Cherokee County**, and

**WHEREAS**, based upon Contractor's timely submission of a bid to construct **2018 Resurfacing Project, Project No. 65708, Cherokee County**, the County has selected Contractor as the successful bidder, and

**WHEREAS**, Contractor has agreed to perform such work as set forth in this Agreement, according to the terms and conditions provided in this Agreement; and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, Contractor has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement; and

**WHEREAS**, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

**NOW THEREFORE**, the County and Contractor, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

## **Section 1. Contract Documents**

The following documents are incorporated herein by reference and constitute the Contract Documents:

- A. This Agreement;
- B. The County's Notice to Contractors and Bid Documents, attached hereto as Exhibit "A";
- C. Responsive Bid Documents from Contractor dated **April 10, 2018** attached hereto as Exhibit "B";
- D. Performance Bond and Payment Bond, attached hereto collectively as Exhibit "C";
- E. Non-collusion Affidavit of Prime Bidder, attached hereto as Exhibit "D";
- F. Final Affidavit, attached hereto as Exhibit "E";
- G. Alien Employment affidavits attached hereto as Exhibits "F" and "G";
- H. SAVE Affidavit, attached hereto as Exhibit "H";
- I. Key Personnel, attached hereto as Exhibit "I";
- J. Project Specifics, attached hereto collectively as Exhibit "J";
- K. "Georgia Department of Transportation Standard Specifications, latest edition"; and "Supplemental Specifications and Special Provisions" attached hereto as Exhibit "K";
- L. Schedule of Items, attached hereto collectively as Exhibit "L".
- M. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, if properly adopted in writing and executed by the Parties.

To the extent that there may be any conflict among the Contract Documents referenced herein, that provision that operates most to the benefit of the County, as determined by the County in its sole discretion, shall govern. There are no Contract Documents other than those documents listed above in this Section 1. The Contract Documents may only be amended, modified, or supplemented as provided herein.

## **Section 2. Project Description**

The Project is defined generally as follows: **RFB#2018-037: 2018 Resurfacing Project, Project No. 65708, Cherokee County.**

## **Section 3. The Work**

The Work is specified and indicated in the Contract Documents (the “Work”). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents. The Work includes, but is not limited to, all work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Unless otherwise stated in the Contract Documents, the Work shall include Contractor’s provision of materials, labor, expenses, and any other cost or item necessary for completion of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

## **Section 4. Contract Time**

- A. Contractor agrees to complete the Project within **180** calendar days from the date of Notice to Proceed (the “Completion Date”). Every effort will be made by Contractor to shorten this period. If the term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County. Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work.
- B. **Liquidated Damages.** The Owner and the Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed by the Completion Date, plus any extensions thereof allowed in accordance with this Agreement. The Owner and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed

within the specified time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Owner **Three Hundred and 00/100 (\$300.00) Dollars** for each and every day that expires after the Completion Date, plus any extensions thereof allowed in accordance with this Agreement.

- C. **Expediting Completion.** The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended in accordance with this Agreement. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
  - (2) An increase in equipment or tools;
  - (3) An increase in hours of work or number of shifts;
  - (4) Expediting delivery of materials; and/or
  - (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

**Section 5. Contractor's Compensation; Time and Method of Payment**

- A. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall be \$ \_\_\_\_\_, except as outlined in Section 6(C) below.
- B. County agrees to pay the Contractor for work performed and costs incurred by Contractor upon certification by the County that the work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the work performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

- C. The Contractor through each invoice (except for the final invoice) may request payment for no more than ninety percent (90%) of that portion of the Work completed during the term covered by each invoice as agreed upon by the County. The final invoice issued by the Contractor shall include all amounts retained by the County under this paragraph.
- D. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff. No payments will be made for unauthorized work. Upon the County's certification of Completion of the Project, an invoice should be submitted to **Geoffrey E. Morton, P.E. County Engineer**, for approval. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered.

**Section 6. Change Orders**

- A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Contractor shall proceed with the changed work. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of **\$10,000.00**, must be approved by resolution of the Cherokee County Board of Commissioners.

**Section 7. Covenants of Contractor**

A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would be in violation of the Cherokee County Code of Ethics or any other similar law or regulation.

B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures. Contractor must be on the Georgia Department of Transportation Prequalified Bidder List.

D. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be

produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals. In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County in writing of such inaccuracies, impropriety, issues or concerns.

F. Contractor's Reliance of Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

G. Contractor's Representative

\_\_\_\_\_ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement.



Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers, and agents (hereinafter referred to as the "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision 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 workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that

Contractor shall follow the directions of the County with regard to the results of such services only.

The Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses, 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 Cherokee County's Representative within ten (10) days after issuance.

Inasmuch as Cherokee County and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County'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 Cherokee County without the express knowledge and prior written consent of the County.

K. Insurance

(1) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees and subcontractors. All policies shall be subject to approval by the County's Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Board of Commissioners.

(2) Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or

destruction of property, including loss of use resulting therefrom.

- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees and agents.
- (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County its officials, employees and agents. Any insurance or self-insurance maintained by the County and its officials, employees and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

- (v) Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.

(c) Builder's Risk Insurance.

Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk “All Risk,” or its equivalent. The policy shall be endorsed as follows: “The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by County; and iii) Performance of Work in connection with construction operations insured by the County, by agents or lessees, or other Contractors of the County or Using Agency.”

(d) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than

A:VII.

(6) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and its officials, employees and agents as additional insureds.

(8) Claims-Made Policies:

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County and its officials, employees and agents shall be named as additional insured and loss payees on all policies required by this Agreement.

(10) Bonds:

The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "E" and with a surety licensed to do business in Georgia and listed in Circular 570 (Federal Register Vol. 62, No. 126) among companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

L. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Requirements

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "F" and "G" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided as Exhibit "F", and submitted such affidavit to the County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "G", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "G" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at a reasonable time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to

the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached hereto as Exhibit "F".

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

\_\_\_\_\_ 500 or more employees.

\_\_\_\_\_ 100 or more employees.

\_\_\_\_\_ Fewer than 100 employees.

Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

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.

(2) SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Contractor's legal status in the Country *each* time that Contractor obtains a public benefit, including any contract, from the County. Contractor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "H", and submitted such affidavit to the County in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Contractor's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Contractor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

M. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

N. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

O. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential



information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County's Representative within ten (10) days after issuance.

Q. Key Personnel

All of the individuals identified in Exhibit "T" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "T", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar

authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Contractor (“materials”) shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

T. Meetings

The Contractor is required to meet with the County’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract, at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor’s option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

U. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 7(U) in every subcontract for services contemplated under this Agreement.

**Section 8. Covenants of the County**

A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

B. County's Representative

Lori M. Jones shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

**Section 9. Warranty**

Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the Date of Completion, at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year from the Date of Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of this one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the work; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

**Section 10. Termination**

A. The County may terminate this Agreement for convenience at any time upon written notice to 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 County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination.

B. The County may terminate this Agreement for cause if Contractor breaches any

material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and, if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project and deduct the cost of completion from the unpaid Contract Price. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this agreement, exceeds the cost of finishing the Project, the Contractor or its Surety will receive the applicable funds due. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**Section 11. Miscellaneous**

- A. Complete Agreement. This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding.
- B. Governing Law. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

D. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

E. Notice.

(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between Joshua D. Hamilton and Matthew E. Rollor for the County and \_\_\_\_\_ for the Contractor.

(2) Official Notices.

All other notices requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective when personally delivered or on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested or upon actual delivery when sent *via* national overnight commercial carrier to the parties at the addresses given below, unless a substitute address shall first be furnished to the other parties by written notice in accordance herewith:

**NOTICE TO COUNTY** shall be sent to:

Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114  
Attention: Public Works Agency Director

**NOTICE TO CONTRACTOR** shall be sent to:

Future changes in address shall be effective only upon written notice being given by the County to Contractor or by Contractor to the County Manager via one of the delivery methods described in this Section.

- F. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- G. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.
- H. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- I. Captions and Severability. The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.
- J. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- K. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed under seal as of the date first above written.

**Contractor**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
[AFFIX CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
L.B. "Buzz" Ahrens, Jr., Chairman

\_\_\_\_\_  
[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

**EXHIBIT "A"**

The County's Notice to Contractors and Bid Documents dated March 8, 2018.



**EXHIBIT “B”**

Responsive Bid Documents from Contractor dated April 10, 2018.

**EXHIBIT "C"**

**PERFORMANCE BOND**

**CHEROKEE COUNTY, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the "Principal"), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto Cherokee County, Georgia (as OWNER, hereinafter referred to as the "County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated the \_\_\_\_\_ of \_\_\_\_\_, 2018 which is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the construction of a project known as 2018 Resurfacing Project; Project No. 65708, Cherokee County, (hereinafter referred to as "the PROJECT").

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
  - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the County to the Contractor's Surety; and
  - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and

agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Name of Principal)**

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

Title: \_\_\_\_\_(SEAL)

Attest:

\_\_\_\_\_

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

Date: \_\_\_\_\_

**(Name of Contractor's Surety)**

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

Title: \_\_\_\_\_(SEAL)

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_

(ATTACH SURETY'S POWER OF ATTORNEY)

**EXHIBIT "C"**

**PAYMENT BOND**

**CHEROKEE COUNTY, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT**

(as CONTRACTOR, hereinafter referred to as the "Principal"), and \_\_\_\_\_  
\_\_\_\_\_(as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto Cherokee County, Georgia (as OWNER, hereinafter referred to as the "County"), for the use and benefit of any "Claimant," as hereinafter defined, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"), for the construction of a project known as \_\_\_\_\_, (hereinafter referred to as "the PROJECT").

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

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

**(Name of Principal)**

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

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_

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

Date: \_\_\_\_\_

(Signatures Continued on the Following Page)

**(Name of Contractor's Surety)**

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

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_

(ATTACH SURETY'S POWER OF ATTORNEY)

**EXHIBIT "D"**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting their preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid, including but not limited to O.C.G.A. § 36-91-21(d).

(Signed)

\_\_\_\_\_  
Subscribed and Sworn to before me  
(Name)

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

Title \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Date

(SEAL)



**EXHIBIT "E"**

**FINAL AFFIDAVIT**

**TO CHEROKEE COUNTY, GEORGIA**

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ or any of his subcontractors in connection with the construction of \_\_\_\_\_ at Cherokee County have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Cherokee County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_, who under oath deposes and says that he is \_\_\_\_\_ of the firm of \_\_\_\_\_ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

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

My Commission Expires

\_\_\_\_\_

**EXHIBIT "F"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "D" Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2018 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

[NOTARY SEAL]

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

**EXHIBIT "G"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

\_\_\_\_\_  
Name of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2018.

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

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

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

[NOTARY SEAL]

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 2018  
in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

**EXHIBIT "H"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**SAVE Affidavit**

By executing this affidavit under oath, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
\_\_\_\_\_.

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

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

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

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

**EXHIBIT "I"**  
**KEY PERSONNEL**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

The following list is our key personnel for this project.

Name	Position	Telephone Number

## **EXHIBIT “J”**

### **PROJECT SPECIFICS**

1. The Contractor shall not perform work or move equipment or materials on the traveled way that visibly interferes with traffic flow on the mainline or local streets between the hours of 7:00 AM to 8:30 AM and 4:00 PM to 6:00 PM, Monday through Friday unless approved by the Engineer. Equipment or materials moved on or across the traveled way at other times shall be done in a manner as not to unduly interfere with traffic.
2. If night work is necessary to perform project work, a written request shall be submitted to Cherokee County and approved at least three days in advance. Working hours for night work are between 8:00 PM and 6:00 AM, Monday through Friday, unless approved by the Engineer.
3. Contractor’s equipment shall not be parked in any of the adjacent subdivision amenity areas or on the residents’ right-of-way without first obtaining permission from the homeowner’s association.
4. It is the contractor’s responsibility for coordination of utilities.
5. Material transfer device will be required on Wyngate Parkway, Howell Bridge Road, Long Road and Lower Bethany Road.
6. Driveways and side streets will require a smooth transition tie-in.
7. Shoulder reconstruction required as per GDOT Specification 216 – Unpaved Shoulders and Construction Details P-7 “Pavement Edge Treatment Asphalt and Concrete Pavement”. Pay Item 210-0200 - Grading per Shoulder Mile, includes compaction and permanent grassing of these shoulders. Hydro-seed is acceptable. Expect an average width of 4 linear feet.
8. Construction signs need to be mounted.
9. Furnish low shoulder signs.
10. All roads to be free of debris prior to paving.
11. For roadways to be milled out and repaved, all roads must be milled and paved same day.
12. Patching must be covered same day.
13. Contractor may encounter subgrade in milling.
14. Temporary striping costs to be included in Traffic Control pay item. Roads should be striped as soon as possible and prior to shoulder work.
15. 15-day cure on final lift of asphalt prior to placement of Thermoplastic Striping.
16. All quantities are estimated and will be field verified.
17. Dressing and embankment behind concrete work should be included in the unit price bid for concrete.
18. Howell Bridge Road, Long Road and Lower Bethany Road will require asphalt in front of mailboxes.
19. Wyngate Parkway paving is being done over gutters. Gutters need to be cleaned prior to tack. Example of paving over the gutter is on Towne Lake Parkway.
20. Paving must begin by June 4, 2018.

**EXHIBIT “K”**

“Georgia Department of Transportation Standard Specifications, latest edition”  
“Supplemental Specifications and Special Provisions”

<http://www.dot.ga.gov/PartnerSmart/Business/Source/Pages/Specifications.aspx>

**EXHIBIT "L"**

**SCHEDULE OF ITEMS**

Pay Items	Description	Qty	Unit	Unit Price	Amount
150-1010	TRAFFIC CONTROL	1	LS		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	1,887	TONS		
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	1,782	TONS		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	4,894	TONS		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	14,234	TONS		
413-0750	TACK COAT	21,184	GALS		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH (6' wide profile w/ 50' length butt joints)	45,395	SY		
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	5,802	SY		
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	53,212	SY		
432-0210	MILL ASPH CONC PVMT, 2 1/2 IN DEPTH	1,830	SY		
210-0200	SHOULDER BUILDING	6.000	MI		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	90	LF		
611-8000	ADJUST CATCH BASIN TO GRADE	6	EA		
611-8050	ADJUST MANHOLE TO GRADE	117	EA		
647-6300	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE	1	EA		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	4	EA		
653-0230	THERMOPLASTIC PVMT MARKING, WORD, TP 3A "SCHOOL"	1	EA		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	73,492	LF		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	73,392	LF		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	686	LF		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	1,769	LF		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	180	GLF		
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	2,050	GLF		
654-1003	RAISED PVMT MARKERS TP 3	1,492	EA		
				TOTAL	

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_