



**CITY OF MILTON  
INVITATION TO BID  
(THIS IS NOT AN ORDER)**

<b>Bid Number:</b> 17-PW03	<b>Project Name:</b> Right of Way Maintenance
<b>Due Date and Time:</b> February 21, 2017 Local Time: 2:00pm	<b>Number of Pages:</b> 64

ISSUING DEPARTMENT INFORMATION	
<b>Issue Date:</b> January 19, 2017	
<b>City of Milton</b> Public Works Department 13000 Deerfield Pkwy, Suite 107F Milton, Ga. 30004	<b>Phone: 678-242-2500</b> <b>Fax: 678-242-2499</b> <b>Website: <a href="http://www.cityofmiltonga.us">www.cityofmiltonga.us</a></b>

INSTRUCTIONS TO BIDDERS	
<b>Return Submittal to:</b>  City of Milton Attn: Honor Motes, Purchasing Office 13000 Deerfield Pkwy Suite 107F Milton, Ga. 30004	<b>Mark Face of Envelope/Package:</b> Bid Number: 17-PW03 Name of Company or Firm
	<b>Special Instructions:</b> Deadline for Written Questions February 7, 2017 at 5:00 pm Email questions to Honor Motes at <a href="mailto:honor.motes@cityofmiltonga.us">honor.motes@cityofmiltonga.us</a>

BIDDERS MUST COMPLETE THE FOLLOWING	
Bidder Name/Address:	Authorized Bidder Signatory:  (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder Federal I.D. Number:	Bidder E-mail Address:
BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE	

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**CITY OF MILTON**  
**Invitation to Bid 17-PW03**

The City of Milton is accepting sealed bids from qualified firms to provide right of way maintenance services. All work will be done in accordance with the specifications in this document for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

Sealed bids will be received no later than **2:00 PM Local Time on February 21, 2017**. Sealed bids shall be submitted to: City of Milton Attn: Honor Motes, Purchasing Office, 13000 Deerfield Pkwy Suite 107F, Milton, Ga. 30004.

At approximately 2:05 PM Local Time on the day bids are received the bids will be publicly opened and the bidder's name and total bid amount will be read aloud at: City of Milton Courthouse, 13000 Deerfield Parkway, Suite 107E, Milton, GA 30004.

Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

Bids shall be presented in a sealed envelope with the bid number (17-PW03) and the name of the company or firm submitting clearly marked on the outside of the envelope. ONE (1) ORIGINAL (PAPER) AND TWO (2) COPIES (PAPER) AND A PDF COPY OF THE BID ON CD OR FLASHDRIVE MUST BE SUBMITTED. Bids will not be accepted verbally, by fax, or email. Questions must be in writing. For questions, please email Honor Motes at [honor.motes@cityofmiltonga.us](mailto:honor.motes@cityofmiltonga.us).

**Deadline for questions February 7, 2017 at 5:00pm.** Official answers to questions and potential changes to the ITB (Addendums) will be posted at the same web locations as the ITB on or about February 10, 2017. Any other form of interpretation, correction, or change to this ITB will not be binding upon the City. It is the bidder's responsibility to check the websites for potential updates. Please refer to Bid (17-PW03) and bid name (Right of Way Maintenance) when requesting information.

The City of Milton reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Milton.

## SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	<u>January 19, 2017</u>
Deadline for Receipt of Written Questions	5 PM on <u>February 7, 2017</u>
Posting of Written Answers by City to Websites on or about	<u>February 10, 2017</u>

**ITB DUE** **No Later than 2 PM on February 21, 2017**

**NOTE: PLEASE CHECK THE CITY WEBSITE (<http://www.cityofmiltonga.us>) OR THE DOAS WEBSITE ([http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)) FOR ADDENDA AND SCHEDULE UPDATES.**

## **BIDDING INSTRUCTIONS**

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

<b>Item</b>	<b>Description</b>	<b>Page(s)</b>
1	Filled out and Signed Invitation to Bid	1
2	Bid Form and Addenda Acknowledgement (2 pages)	11-12
3	Bid Schedule (3 pages)	13-15
4	Qualifications Signature and Certification	16
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### **INFORMATION AND INSTRUCTIONS**

The purpose of this solicitation is to enter into a “purchasing contract” with one firm to be the primary supplier for services established by this invitation to bid.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The City shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors’ until fully paid for by the City.

All items to be bid FOB, Milton, Georgia. No sales taxes are to be charged.

Any damage to any property, building, traffic control device, or equipment incurred during the course of work shall be repaired at the contractor's expense to the complete satisfaction of the City of Milton with no additional expense to the City.

## **EVALUATION**

The City intends to evaluate the ITB on the lowest, best, responsible, and responsive vendor.

Bids may be found nonresponsive at any time during the evaluation or contract process, if any of the required information is not provided; the submitted price is found to be inadequate; or the proposal is not within the specifications described and required in the ITB. If a bid is found to be non-responsive or non-qualified, it will not be considered further.

## **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.

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. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (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 or subcontractors. All policies shall be subject to approval by the City Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
  - (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) 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 City in writing.
- (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 City and City Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.
    - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties 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 City or City 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, except with respect to the limits of the insurer's liability.
    - (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 agrees to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from Work performed by the Contractor for the City.
- (c) 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 City.
  - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. 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 City within ten (10) days of the Notice of Award. The City 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 Parties 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) City as Additional Insured and Loss Payee: The City shall be named as an additional insured and loss payee on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Workers' Compensation policy.

### **BONDING REQUIREMENTS**

The Successful Bidder shall be required to furnish **PAYMENT AND PERFORMANCE BONDS** for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to fifty thousand dollars (\$50,000).

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

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

### **OATH**

Prior to commencing the Work, the successful bidder shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

### **COST OF PREPARING A BID**

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the bidder. The City is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the City of Milton.

### **TERM OF THE AGREEMENT**

The term of this Agreement shall commence on or about March 21, 2017 and

shall automatically renew, in accordance with the contract documents, each year for an initial term of five (5) years. Upon mutual agreement of both parties the Agreement may be extended on an annual basis for a period not to exceed an additional five (5) years.

**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**BID FORM and ADDENDA ACKNOWLEDGEMENT**

**TO: PURCHASING OFFICE  
CITY OF MILTON  
MILTON, GEORGIA 30004**

**Ladies and Gentlemen:**

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Milton, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Bid Number 17-PW03  
Right of Way Maintenance**

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

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition).

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

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

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment by March 21, 2017 and to complete all Work within the timeframes specified in the contract.

Bidder acknowledges receipt of the following addenda:

Addendum No.

Date viewed

_____	_____
_____	_____
_____	_____
_____	_____

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

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Bidder \_\_\_\_\_ (Seal)  
Company Name

Bidder Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**BID SCHEDULE**

The City will not directly compensate the Contractor for any phase-in expenses. Services shall be provided immediately upon commencement of the contract and any such costs shall be spread throughout the duration of the Contract's term.

The City anticipates that this scope could be accomplished with two crews of two members; however, the contractor shall include those positions that they believe are necessary to accomplish the scope of services.

**Bid Tabulation Form**

Item	Annual Cost					Not to Exceed 5 Year Price
	2017 *	2018	2019	2020	2021	
Labor						
Equipment						

**5 Year Cost for General Maintenance \$ \_\_\_\_\_**

\*2017 costs shall reflect a start date of March 21, 2017.

**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**  
**BID SCHEDULE**

Supplemental Costs:

Supplemental costs may be used for contract additions or deletions in the future but will not be considered in the base bid evaluation. Costs for supplemental work may be adjusted on an annual basis.

Manpower rates should be burden rates that include all non-direct costs including taxes, benefits, back office support, project management, communication, transportation, training, equipment, etc...

<b>Item #</b>	<b>Item</b>	<b>Cost</b>	<b>Unit</b>
1	Two Man Crew w/ a vehicle and basic tools and equipment		Per Crew Hour
2	General Laborer		Per Hour

**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**  
**BID SCHEDULE**

In compliance with the specifications, the undersigned offers and agrees that if this Bid is accepted by the City Council that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

Where a conflict exists between the written amount and the calculated pricing, the calculated pricing will prevail.

<b>General Right of Way Maintenance</b>
\$
(Dollar Amount in Numbers from Bid Tabulation Form)
(Printed Dollar Amount)
(Company Name)
(Signature)
(Printed Name)
(Title)

[End Bid Schedule Form]

**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**QUALIFICATIONS SIGNATURE AND CERTIFICATION**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that \_\_\_\_\_ who signed said bid in behalf of the Contractor, was then (title) \_\_\_\_\_ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

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

\_\_\_\_\_(Seal)  
(Signature)



**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**LIST OF SUBCONTRACTORS**

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

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

**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**EXHIBIT “ ”**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

**STATE OF GEORGIA**

**CITY OF MILTON**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

\_\_\_\_\_  
eVerify Number

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

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

Right of Way Maintenance  
Name of Project

City of Milton  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_, 201\_\_ in \_\_\_\_\_(city),  
\_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

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

**[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]**

**DISCLOSURE FORM**

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder \_\_\_\_\_

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

\_\_\_\_\_

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value

Description

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Milton and your relation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# PROJECT SPECIFICATIONS

## PROJECT DESCRIPTION

The City of Milton is located in the northern portion of Fulton County and has a current population of approximately 37,547 with a total land area of 39 square miles. The City provides municipal Public Works services through a public-private partnership model and is looking for qualified vendors to provide service for Right of Way Maintenance services.

All Offerors must comply with all general and special requirements of the ITB information and instructions enclosed herein.

Work under this contract will commence on or about March 21, 2017.

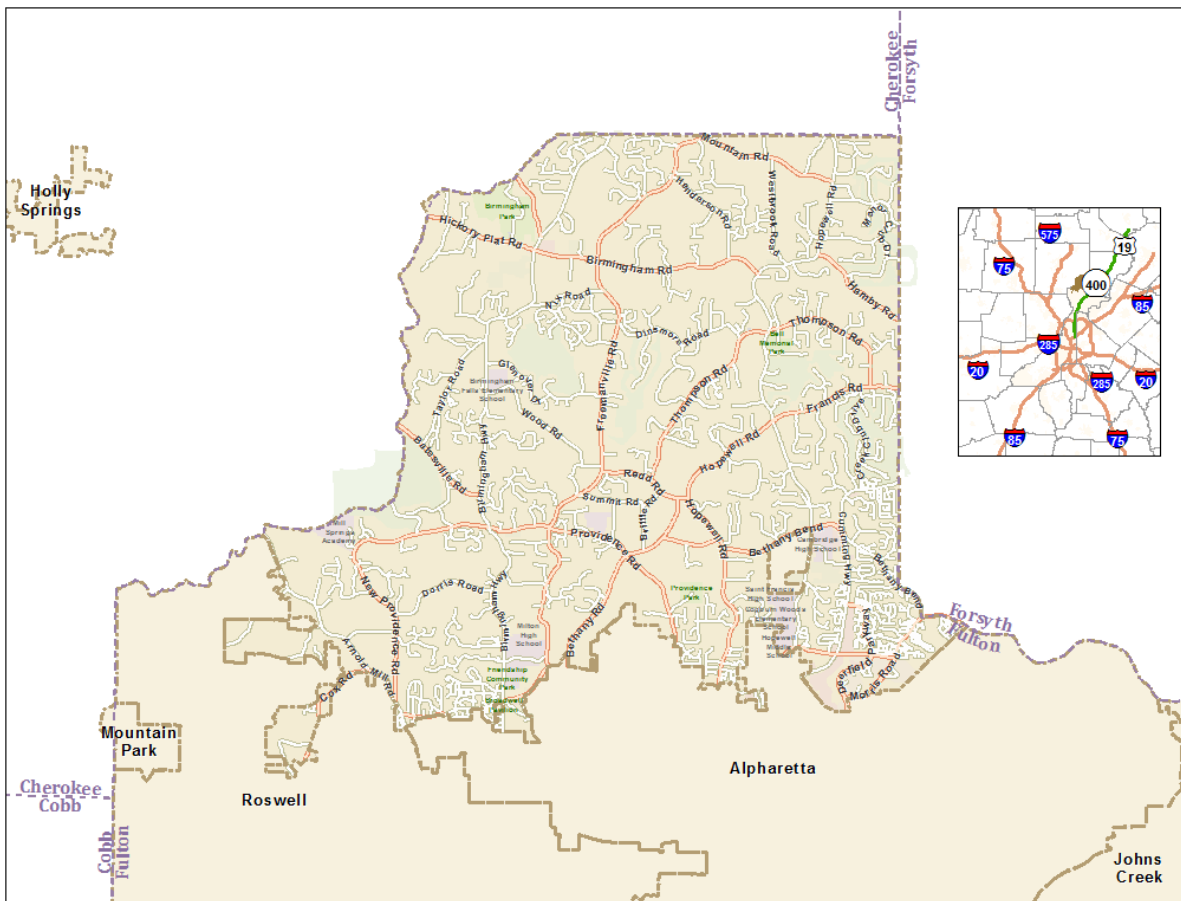


Figure 1 – City Limits

## General Conditions

1. The City currently maintains a Public Works yard in Birmingham Park behind Fire Station #43 located at 750 Hickory Flat Road. The area is not secured but may be utilized by the contractor for the storage of equipment and materials with the approval of city staff. The city is not responsible for the safety and security of any equipment or material stored at this location.
2. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project.
3. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.
4. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City and in compliance with all Federal, State, and City of Milton regulations and OSHA rules and regulations shall be followed at all times.
5. The Contract Documents consist of the Contract, the Bid Forms, the Instructions to Bidders, Invitation to Bid, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request for bids.

6. The Contractor's field employees will wear identifiable uniforms and appropriate safety equipment while performing services outlined in this ITB.
  
7. In computing any period of time established under this contract, except as may be otherwise specified, when referring to a period of time of ten (10) days or less the word "days" means business days (excluding city holidays), and when referring to a period of time of more than ten (10) days means calendar days.


## **Scope of Services: Right of Way Maintenance**

### **A. General Requirements**

1. The right of way maintenance program will consist of, but may not be limited to, the following activities: General right-of-way (ROW) maintenance, signs maintenance and installation (regulatory, warning and guide type signs), installation of preform type hot tape pavement markings and storm drain and ditch maintenance/debris removal.
2. The right of way maintenance crews will serve as the primary crews for the day-to-day operations of the Public Works Department. In addition to the items outlined in this scope the contractor shall provide labor for general maintenance issues as may be directed by the City. It is the intent of the City that these issues will be performed by the staff that is currently assigned to the city at the time. Materials and equipment that are not specifically required as part of this scope may be acquired separately by the City.
3. The Contractor shall provide sufficient experienced manpower to perform tasks associated with General ROW Maintenance, as described in this Section, five days per week and during emergency operations, as defined herein. Normal work hours are defined as Mon-Fri, 8am-5pm, unless otherwise specified. Travel to and from the City will not be considered as a separate pay item. All services shall be performed in accordance with the following priority schedule:
  - a. Priority 1: Emergency. –100% of requests will be responded to immediately, if possible, but not to exceed 2 hours. Once begun, work will continue until complete, the emergency is terminated or the priority is downgraded.
  - b. Priority 2: Requests to be completed within 24 hrs.
  - c. Priority 3: Request to be completed within 3 business days.
  - d. Priority 4: Request will be completed within 5 to 20 calendar days. Number of days required for completion will be posted on work order.
  - e. Priority 5: will be scheduled so as to maximize materials and efficiency.

4. The Contractor shall provide a communication link to include (Voice, Text, and Email) for all essential crews, to provide communication between the crews and the city representative. This contact information will be provided to the City representative. Contractor shall notify the city representative of the completion of work orders that occur outside of the normal working hours established by this section.
5. Contractor shall incorporate the City's work order system into their communication protocols. Work orders shall be closed as soon as practical to avoid disruption in payment. The Contractor shall provide devices that use either Android or Apple iOS operating system with internet access in the field. The City will provide the Contractor with a link to download and install the HiperWeb work order and asset management system. The Contractor shall utilize the app for day-to-day activities assigned by the City. Activities shall include, but may not be limited to, the following:
  - a. Create work request
  - b. View contractor's assigned work orders
  - c. Complete work orders in the field
  - d. Take before and after photos
  - e. Record inspection results
  - f. View work history
  - g. Collect asset information at the City's request
6. Contractor shall provide a 30 cy dumpster to be maintained at the Public Works yard. The City shall pay fees associated with dumping only.
7. All debris removed in the execution of any work order or project shall be properly disposed of in accordance with all applicable local, state and federal regulation. Debris returned to the public works yard area for disposal shall be transferred immediately to the dumpster. If any question arises about disposal it will be the contractor responsibility to notify the City for instructions. Scattering or wasting debris along the right of way or edge of wood lines will not be permitted without prior approval.



8. The Contractor shall maintain adequate traffic control in conformance with current GDOT and MUTCD standards  [Part 6 - Temporary Traffic Control](#) while performing all maintenance tasks that require work in the right of way. All employees responsible for the implementation of work zones shall be IMSA Work Zone Certified. The Contractor shall provide all personal protection equipment for all employees.
9. Contractor shall appoint a Project Manager to attend weekly staff meetings. The Project Manager will be held responsible for quality control of his/her work force. The City will run random Q/C checks on work order completion quality. Any work order that has not been completed or deemed acceptable to the City shall be rejected by the City and shall not be closed until completed to the satisfaction of the City.
10. Levels of staff experience (must be obtained within 1 year of the Notice to Proceed):
  - a. One staff member shall be IMSA Work Zone certified
  - b. One staff member shall be IMSA Level II Signs and Markings certified
11. The Contractor will notify the City representative of any rotation of crew members a minimum of one (1) week prior any rotation. The rotation of certified staff with non-certified staff will not be permitted. Key staff members, as identified in the contract documents, may only be replaced as outlined in those documents.
12. The City reserves the right to require the replacement of any team members that the City determines do not meet the minimum educational, training or experience standards expected by the industry or by their actions and demeanor have failed to display the character and professionalism required by the City.
13. The City reserves the right to run background checks on any employees assigned to this project in the completion of the scope associated with this ITB.
14. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between

the Project Manager and the City, but the final required times will be at the City's discretion.

15. The Project Manager shall provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.
16. In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager, the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.
17. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.
18. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.
19. The Contractor shall be expected to identify, open and complete certain work orders, as identified by the City, on their own.

**B. Right-of-Way (ROW) & Roadway Maintenance**

The City currently maintains approximately 172 centerline miles of right-of-way in accordance with the following requirements:

1. Trimming of trees and brush that are up to 20-feet in height and 6-inches in caliper for safety and sight distance requirements.
2. Contractor shall have the manpower and equipment necessary to remove downed trees in the following manner:

- a. Up to a 24" dbh tree that has fallen in the right of way. Contractor shall remove and dispose of the entire tree,
  - b. Up to a 42" dbh tree the contractor shall have the ability to remove the tree and debris from the travel lane in a sufficient manner to reopen a road. Contractor may utilize a specialty tree removal contractor to dispose of the tree with the additional fee being paid by the City,
  - c. Trees over 42" dbh may be handled by a specialty tree removal service hired by the City. Contractor shall make every effort to remove limbs and debris from the right of way but may utilize a specialty tree removal contractor to assist in the removal and to dispose of the tree with the additional fee being paid by the City.
3. Repair Potholes, City provides cold patch material, in accordance with the following:
- a. Repair potholes, using current industry standards, to a maximum size of 3 feet by 3 feet and/or 6 inches deep. Some may require sawing and squaring.
  - b. Spot patch edge of pavement failures, using current industry standards. Some may require a sawing and squaring and/or boxing out shoulder where failure started.
4. Repair Sidewalk/Curb and Gutter in accordance with the following:
- a. Contractor shall possess, as part of the designated team, the ability to repair sidewalk segments, curb and gutter, catch basin lids, etc... as directed by the City within 10 days. Contractor shall be prepared to demo, haul off and replace sub base when necessary. Sidewalk demolition and repair will be limited to 200 lf per year, Curb and gutter demolition and repair will be limited to 100 lf per year and the demolition and replacement of catch basin top (including both single wing and double wing type catch basins) will be limited to 10 per year. City may purchase the materials through the contractor or may purchase them separately.
5. Removal and proper disposal of animal carcasses from the right of way.
6. Removal and proper disposal of trash and debris within the right of

way.

7. Special Event support. The Contractor will be required to provide assistance in setting up traffic control, set up and take down of event equipment and trash and debris control during the event for approximately 15 events per year.

The largest event the City conducts is the Crabapple Festival which occurs the first Saturday in October and hosts approximately 20,000-30,000 people. The Public Works Department is expected to establish all road closures and detour routes in the week preceding the event with the actual road closure occurring at 7pm on Friday night. During the event the Contractor would be expected to provide sufficient manpower to ensure the festival limits remain free and clear of all trash and debris. At the conclusion of the event the Contractor will be expected to assist the City in the removal of all traffic control devices from the right of way and final clean-up of the event area. The event ends at 5pm on Saturday and the vendors are usually out of the event area by 8 pm and our event closure is typically wrapped up by 9pm on Saturday.

The City provides all of the traffic control equipment for this event. The Contractor will be expected to be able to transport and set up all traffic control equipment in the event area.

The second major event is the Mayor's 5K which occurs in February every year and hosts approximately 500 runners. Staffing is generally required between 5am and 11am and the City provides all the traffic control equipment for this event. The Contractor would be expected to provide assistance with traffic control as well as clean up from the event. The operations plan is also included in Attachment A.

The remaining events involve basic transport of event materials (i.e. minor traffic control, portable trash cans, podiums, etc...) trash pick-up during the event and clean-up after the event with an average event duration of 4 hours. The City provides all materials for these events.

**C. Storm Drain, Ditch Maintenance and other Right of Way Drainage Issues**

Contractor shall have responsibility for the following:

1. Provide the equipment and labor for basic storm drain and ditch systems maintenance.
2. Maintain line washing of drainage piping and culverts, vacuuming of curb inlets, catch basins and ditch lines as well as drop inlets for the storm drain system. Where a vac truck is required for these services the Contractor shall provide a daily price at the time of the request for the rental, operation and disposal of material. The vac truck must be available within 7 days of work order.
3. Ability to haul and place #3 & #4 stone, type II or III rip rap, or other aggregates as needed.
4. Maintain adequate reporting of areas being maintained within the City for NPDES Annual Reports as set forth by the City.
5. Various types of debris removal, inlet and catch basin repair, inlet and pipe grouting, minor excavation up to 6' down and/or around storm drain structures, excavating and repairing failed utility trenching or settling within the right of way, sodding, grassing and matting etc... It is anticipated that this work will be performed with equipment that is specifically required as part of this scope.
6. Backfilling of all excavation work will require proper compaction in lifts per City specifications.
7. Verify with the City all right of way and easement parameters to insure that work is not performed on private property.
8. Starting in 2018 provide storm drain inspection services of approximately 1,775 structures per year to assist in the overall maintenance of the storm water management system and 130 outfall inspections. These are visual inspections only. When necessary, provide water quality testing per NPDES requirements. City will pay lab fees associated with the testing.
9. Cross Drain Pipe Replacement. Contractor shall possess the experience and ability to replace cross drain piping of 24" or less on gravel roads. Materials and equipment that are not specifically required by this

scope but may be necessary to perform this task will be acquired separately by the City.

#### **D. Sign and Marking**

##### 1. General

a. The City of Milton sign maintenance program will consist of, but may not be limited to, the following:

- i. Sign Installation
- ii. Sign Cleaning
- iii. Sign Removal
- iv. Sign Replacement
- v. Trimming foliage around signs

b. When necessary the Contractor will obtain all utility locates as required by Georgia law. This may also include staking of the sign location.

c. Foliage trimmed away from around all signs shall be properly disposed of in accordance with local, state and federal regulations. Discarding in the right of way is not acceptable.

##### 2. Materials

a. Contractor shall provide all nuts, bolts, washers, tools and other equipment necessary to install signs to post and post to sleeve.

b. City shall provide all signs, posts and sleeves.

##### 3. Marking

a. Contractor shall have the ability to layout and install preform type hot tape pavement markings, i.e. stop bars, text and short line repairs, etc...

b. City will provide the equipment and material for this task. Contractor shall provide standard propane tanks for the equipment.

#### **E. Emergency Services**

1. Contractor shall provide on-call emergency support to the City with any mission critical repairs at all hours outside of normal work hours, 7 days per week, 365 days per year with a response time of two hours.

These support services shall include but not limited to assistance with traffic control/detours, storm debris pickup, tree removal, winter storm preparation/snow removal, general labor related issues etc.

2. All red series signs that are damaged shall be replaced within two (2) hours of notification.
3. Contractor will provide manpower and equipment necessary to operate the City owned 6 cy spreader during winter operations.

## **F. Equipment**

1. Contractor shall equip all vehicles and crews with the necessary safety equipment and basic tools to perform the work outlined in this Scope. The basic tools should, at a minimum but may not be limited to, the following:
  - a. Wrenches and sockets and other standard tools,
  - b. Shovels, rakes,
  - c. Hedge clippers / Hedge trimmers,
  - d. Tree loppers,
  - e. Post removal equipment,
  - f. Post installation equipment,
  - g. Chain saws,
  - h. Level,
  - i. Graffiti removal products, and
2. Contractor shall provide sufficient equipment and traffic control devices to manage their work zones to accomplish the tasks outlines in this section. Contractor shall also provide sufficient traffic control devices to manage a two lane road closure for emergency operations. The City shall provide additional traffic control devices for special events and larger operations.
3. Provide a vehicle, designed to hold signs in a protected position, while providing adequate storage area for other equipment and debris without harm to the signs. Replacement cost will be covered in full by the Contractor for any sign damaged due to poor transportation to the job site.

4. In addition to the basic equipment necessary to fulfill the scope of this contract the Contractor shall have available, at no additional charge to the contract, the following equipment and operators for use during normal operating hours and emergency operations:
  - a. 1 full size rubber tire backhoe (Cat 416 or equivalent)
  - b. 1 Dump Truck type vehicle large enough to pull full size backhoe and haul a 6 cy salt/sand spreader. (damp sand weighs approx. 3,240 lbs. per yard)
  - c. Mid-size skid steer
  - d. Jumping jack tamp
  - e. Plate tamp
  - f. Concrete/Asphalt Cut-off saw
  
5. If a piece of equipment mentioned above is out of service, but is needed to complete a pending work order, then rental equipment is required at the Contractor's expense. Specialty equipment not identified as part of this scope may be acquired separately by the City.

**G. Pricing of Right of Way Maintenance**

The offeror is requested to provide a Five Year lump sum price for Right of way Maintenance. Provide line item costs in accordance with the requirements below. Prices shall be all inclusive of all costs to the City, including but not limited to labor, equipment, and expenses. Hourly rates shall be calculated only for time spent within the city limits. Travel to and from the City will not be included for hourly charges.

**H. Work Order History**

The work history is provided to give indicate the level of work experienced by the city in previous years. See Table 1.H.1



**Table 1.H.1 – Work Order History**

	Month	Potholes	Shoulder	Gravel Road	Tree/debris	ROW Litter	Dead Animal	Tree &	After-hour call-	Culvert	Catchbasin	Ditch & Stream	Sign	New Sign	Sign
		(# of WO's)	Restoration (Cubic Yards)	Maintenance (# of WO's)	Removal (# of WO's)	Removal (# of Bags)	Removal (# of Animals)	Vegetation Trimming (# of WO's)	outs (# of calls)	Maintenance (# of WO's)	Maintenance (# of WO's)	maintenance (# of WO's)	Maintenance (# of Signs)	Installation (# of WO's)	Replacement (# of WO's)
<b>2010</b>	January	18	0	1	0	86	9	0	0	0	0	0	32	0	12
	February	15	2	1	5	148	8	2	1	2	0	0	91	0	15
	March	26	6	0	4	62	21	2	0	13	0	14	125	0	16
	April	16	1	0	0	39	5	0	0	0	0	2	134	1	3
	May	2	2	0	3	21	0	0	0	0	0	0	87	3	13
	June	6	0	1	18	10	2	5	0	0	0	3	40	1	20
	July	2	2	1	4	58	1	14	0	8	0	2	6	3	3
	August	5	1	0	12	87	4	10	1	2	0	1	8	5	4
	September	1	0	0	4	12	7	2	0	0	1	0	5	4	0
	October	4	5	1	6	7	15	1	1	1	1	1	6	6	3
	November	1	1	0	1	7	11	3	2	0	2	0	2	4	0
	December	5	6	0	3	17	20	2	1	0	0	0	7	5	3
<b>Totals</b>	<b>101</b>	<b>26</b>	<b>5</b>	<b>60</b>	<b>554</b>	<b>103</b>	<b>41</b>	<b>6</b>	<b>26</b>	<b>4</b>	<b>23</b>	<b>543</b>	<b>32</b>	<b>92</b>	
<b>2011</b>	January	14	0	1	0	2	3	7	0	0	0	0	8	0	0
	February	6	1	7	0	0	8	11	1	2	0	0	11	0	0
	March	27	10	7	1	4	10	16	1	1	3	0	1	9	2
	April	7	7	3	0	7	3	3	3	1	1	1	0	15	4
	May	3	2	1	6	7	2	8	6	0	1	5	0	13	6
	June	8	4	1	0	8	7	5	3	0	0	1	0	6	4
	July	2	0	0	0	5	8	4	2	0	1	1	0	10	3
	August	2	0	1	0	4	0	6	4	0	0	0	1	6	3
	September	4	2	2	1	2	0	11	1	1	0	0	0	9	9
	October	7	3	0	0	2	16	4	3	0	1	0	1	14	11
	November	4	5	0	1	2	0	5	2	0	2	2	0	7	1
	December	1	1	2	0	2	1	6	1	0	1	1	1	9	12
<b>Totals</b>	<b>85</b>	<b>35</b>	<b>25</b>	<b>9</b>	<b>45</b>	<b>58</b>	<b>86</b>	<b>27</b>	<b>5</b>	<b>10</b>	<b>11</b>	<b>4</b>	<b>117</b>	<b>55</b>	
<b>2012</b>	January	11	7	2	1	4	2	5	2	0	0	0	20	9	0
	February	9	9	0	3	8	2	6	0	0	0	1	2	9	3
	March	11	7	1	12	5	2	7	5	0	0	0	1	6	6
	April	8	8	0	2	4	0	6	3	0	1	0	1	11	0
	May	2	5	1	28	3	1	6	8	0	0	0	0	13	3
	June	1	0	0	1	6	0	4	6	0	0	0	0	11	8
	July	5	0	0	2	4	1	6	3	0	0	0	1	8	5
	August	0	0	0	0	16	0	5	11	0	2	0	1	4	12
	September	7	0	0	0	2	2	12	9	0	2	0	1	3	13
	October	4	6	0	0	3	2	13	9	0	0	0	0	31	24
	November	8	5	0	0	3	0	19	2	0	1	0	0	23	15
	December	7	11	0	1	2	0	10	0	0	3	0	0	9	7
<b>Totals</b>	<b>73</b>	<b>58</b>	<b>4</b>	<b>50</b>	<b>60</b>	<b>12</b>	<b>99</b>	<b>58</b>	<b>0</b>	<b>9</b>	<b>1</b>	<b>7</b>	<b>148</b>	<b>105</b>	

**Table 1.H.1 – Work Order History**

	Month	Potholes (# of WO's)	Shoulder Restoration (# of WO's)	Mailbox Ruts (# of WO's)	Gravel Road Maintenance (# of WO's)	Tree & Vegetation Trimming (# of WO's)	Tree/debris Removal (# of WO's)	Adopt-A-Road Litter Removal (# of Bags)	Dead Animal Removal (# of Animals)	After-hour call- outs (# of calls)	Culvert Maintenance (# of WO's)	Catchbasin Maintenance (# of WO's)	Ditch & Stream maintenance (# of WO's)	Sign Maintenance (# of WO)	New Sign Installation (# of WO's)
<b>2013</b>	January	14	16	0	0	1	2	11	19	0	3	1	2	4	4
	February	17	2	0	1	2	4	10	11	0	1	1	2	5	5
	March	9	2	0	0	2	3	12	10	0	0	0	2	12	7
	April	6	9	0	0	10	3	0	18	0	0	1	0	21	13
	May	16	3	1	1	0	4	0	0	0	2	1	1	21	10
	June	10	2	0	7	14	6	6	2	0	0	0	4	6	2
	July	27	2	1	0	13	13	5	5	0	0	3	2	13	6
	August	8	5	2	0	12	1	3	7	0	2	1	3	19	8
	September	3	3	1	1	11	2	1	4	0	1	1	1	5	2
	October	2	2	2	2	5	5	2	16	1	0	1	0	7	7
	November	2	0	0	1	3	3	1	21	0	0	0	0	6	2
	December	16	5	0	0	1	2	2	17	0	1	1	0	11	10
	<b>Totals</b>	<b>130</b>	<b>51</b>	<b>7</b>	<b>13</b>	<b>74</b>	<b>48</b>	<b>53</b>	<b>130</b>	<b>1</b>	<b>10</b>	<b>11</b>	<b>17</b>	<b>130</b>	<b>76</b>
<b>2014</b>	January	11	1	0	0	2	4	14	11	2	1	0	1	11	8
	February	9	3	4	3	2	6	0	9	0	0	0	1	14	9
	March	28	14	1	0	1	4	0	6	0	1	0	2	16	8
	April	21	8	1	1	1	2	10	3	2	4	3	4	5	5
	May	10	2	0	0	9	2	18	1	0	3	2	2	11	7
	June	7	6	0	0	14	9	2	6	0	1	1	2	23	11
	July	4	7	0	0	39	5	3	7	0	0	0	1	43	8
	August	3	1	0	0	4	3	0	6	0	0	0	1	15	9
	September	5	1	0	2	8	9	3	8	0	1	0	1	32	27
	October	3	3	0	2	6	8	2	7	0	0	0	1	38	10
	November	4	5	0	1	2	4	16	23	0	0	0	0	35	4
	December	6	1	0	0	3	2	8	13	0	0	1	0	7	1
	<b>Totals</b>	<b>111</b>	<b>52</b>	<b>6</b>	<b>9</b>	<b>91</b>	<b>58</b>	<b>76</b>	<b>100</b>	<b>4</b>	<b>11</b>	<b>7</b>	<b>16</b>	<b>250</b>	<b>107</b>

**Table 1.H.1 – Work Order History**

	Month	Potholes (# Of WO's)	Shoulder Restoration (# of WO's)	Mailbox Ruts (# of WO's)	Gravel Road Maintenance (# of WO's)	Tree & Vegetation Trimming (# of WO's)	Tree/debris Removal (# of WO's)	Adopt-A-Road Litter Removal (# of Bags)	Dead Animal Removal (# of Animals)	After-hour call- outs (# of calls)	Culvert Maintenance (# of WO's)	Catchbasin Maintenance (# of WO's)	Ditch & Stream maintenance (# of WO's)	Sign Maintenance (# of WO)	New Sign Installation (# of WO's)
<b>2015</b>	January	14	4	0	0	3	2	2	8	0	3	0	1	23	13
	February	12	0	0	1	3	5	0	9	0	3	0	2	8	6
	March	35	2	1	0	0	2	16	14	0	0	1	0	8	4
	April	12	3	1	1	2	1	5	6	0	0	2	0	8	9
	May	7	1	0	0	8	5	1	10	0	2	0	1	3	3
	June	9	0	0	0	8	11	0	4	0	4	1	2	12	3
	July	10	4	0	2	11	8	2	6	0	1	0	2	4	2
	August	6	3	0	3	11	4	0	3	0	4	2	3	19	11
	September	4	5	0	3	9	4	4	7	0	2	2	3	7	5
	October	11	6	0	1	5	2	14	13	0	3	2	2	4	2
	November	2	5	0	1	8	3	6	11	0	3	2	0	21	5
	December	6	1	0	0	6	4	0	22	0	0	2	0	7	5
	<b>Totals</b>	<b>128</b>	<b>34</b>	<b>2</b>	<b>12</b>	<b>74</b>	<b>51</b>	<b>50</b>	<b>113</b>	<b>0</b>	<b>25</b>	<b>14</b>	<b>16</b>	<b>124</b>	<b>68</b>
<b>2016</b>	January	9	3	2	0	1	7	1	19	0	1	1	1	12	5
	February	37	3	2	0	5	3	0	7	0	1	4	0	6	5
	March	17	7	0	1	1	0	15	15	0	1	4	1	7	10
	April	6	7	0	0	3	0	6	2	0	0	1	1	20	10
	May	2	2	0	1	8	0	0	4	0	1	0	0	3	1
	June	10	10	1	2	18	6	0	6	1	1	3	0	15	7
	July	3	8	0	0	6	7	12	11	2	1	0	0	10	4
	August														
	September														
	October														
	November														
	December														
	<b>Totals</b>	<b>84</b>	<b>40</b>	<b>5</b>	<b>4</b>	<b>42</b>	<b>23</b>	<b>34</b>	<b>64</b>	<b>3</b>	<b>6</b>	<b>13</b>	<b>3</b>	<b>73</b>	<b>42</b>

[End of Work Order History]

# STANDARD SAMPLE CONTRACT

## Included for Reference Only

### City reserves the right to make changes to this contract

#### PUBLIC WORKS MULTI-PROJECT SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ **[INSERT DATE]** (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (hereinafter referred to as the "City"), and \_\_\_\_\_ **[INSERT FULL LEGAL NAME OF CONTRACTOR]**, a \_\_\_\_\_ **[INSERT STATE WHERE CONTRACTOR ENTITY WAS FORMED (E.G., GEORGIA) AND THE TYPE OF ENTITY (E.G., CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, ETC.)]**, (herein after referred to as the "Contractor"), collectively referred to herein as the "Parties."

#### WITNESSETH:

**WHEREAS**, City desires to retain Contractor to provide public works services in one or more Project(s) (defined below); and

**WHEREAS**, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided 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 Agreement, the Project(s), and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

**NOW, THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

#### I. SCOPE OF SERVICES AND TERMINATION DATE

**A. Agreement.** The Agreement shall consist of this Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit "A"** – City Solicitation Documents
- Exhibit "B"** – Contractor Response/Proposal
- Exhibit "C.1"** – Project 1 Scope of Work
- Exhibit "C.2"** – Project 2 Scope of Work
- Exhibit "C.3"** – Project 3 Scope of Work
- Exhibit "D"** – Contractor Affidavit
- Exhibit "E"** – Subcontractor Affidavit
- Exhibit "F"** – Key Personnel
- Exhibit "G.1"** – Performance Bond
- Exhibit "G.2"** – Payment Bond
- Exhibit "H"** – Non-Collusion Affidavit

#### B. Project Description.

This Agreement contemplates multiple separate "Projects," each subject to the general terms of this Agreement and each described in a separate Scope of Work at **Exhibit "C."**

**C. The Work.** The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in each Project Scope of Work provided in **Exhibit "C"**, attached hereto

and incorporated herein by reference. Unless otherwise stated in **Exhibit "C"**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

**D. Timing and Term of Agreement.** Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Agreement shall terminate, on September 30, 2017, unless sooner terminated as provided herein. This Agreement shall automatically renew for an additional twelve (12) month term unless either party provides written notice of nonrenewal at least thirty (30) days prior to the expiration of the current term. The Lease Agreement shall automatically renew no more than \_\_\_\_\_ [insert number of terms] times.

## II. WORK ORDERS

**A. Work Order Defined.** In addition to the basic services specified in each Project's Scope of Work, the City may issue orders ("Work Orders") requesting performance of specific items of Work at unit prices established by this Agreement.

**B. Issuance of Work Orders.** The City's Representative, as identified herein, shall be authorized to act on the City's behalf with respect to Work Orders. All Work Orders shall be in writing and issued by the City's Representative or his or her delegate, and accepted in writing by the Contractor's Representative or his or her delegate. Each Work Order shall specifically identify the location and nature of the requested Work. Before accepting a Work Order reasonably expected to involve more than \$5,000 of Work, the Contractor shall provide a cost estimate. A revised cost estimate must be approved in writing by the City's Representative before Contractor may exceed the initially-estimated price for the Work. The City shall follow its procurement policy in processing Work Orders.

## III. COMPENSATION AND METHOD OF PAYMENT

**A. Payment Terms.** City agrees to pay Contractor for the Work performed and costs incurred by Contractor upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in Work performed compared to Work ordered shall be clearly communicated to City *before charges are incurred* and necessary changes shall be handled through Work Orders as described in Section II above. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff.

**B. Project Price.** The amount paid under each Project for Work performed and reimbursement for costs incurred shall be the price for the basic work, as set forth in **Exhibit "C"**, plus the cost of performing all approved Work Orders at the unit prices set forth in **Exhibit "C"**.

## IV. PERFORMANCE REVIEW

**A. Performance Monitoring.** City may inspect the timeliness and quality of Contractor's Work at any time. If City notifies Contractor of any improperly-performed Work or late performance of Work, Contractor shall correct the deficiencies at no additional cost to the City.

**B. Performance Review Meetings.** Representatives for City and Contractor shall meet regularly every three months to review Work performance, at no additional cost to City. In the event of a serious or repetitive deficiency, the City may inform Contractor that it is on Probation status; while on such status, City and Contractor shall meet every month to review performance, at no additional cost to City. Contractor shall remain on Probation status until two successive months of acceptable performance have elapsed.

**C. Liquidated Damages.** Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that City will suffer loss, inconvenience and additional administrative burden if the Work is not completed timely and properly. The City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed as required. If the City reasonably determines that the Contractor's performance deficiencies have not been solved by the end of any month while on Probation status, the City shall so inform the Contractor at the monthly meeting. As liquidated damages for nonperformance (but not as a penalty), the City shall be entitled to 10% of the Project's invoiced bill for the month in question. If, at the end of the Term, the Contractor has spent fewer than three months of the Term on Probation status and is not then on Probation status, the City shall refund any liquidated damages amounts withheld to the Contractor. This liquidated damages provision shall not take the place of any of City's other contractual rights, including the right to terminate this Agreement for cause.

**D. Replacement of Unsatisfactory Workers.** Contractor shall promptly remove and permanently replace any employee or subcontractor declared by the City to be unsuitable to provide Work under this Agreement, including for reasons of chronic tardiness or absenteeism, improper job attire, unprofessional attitude or behavior, or demonstrated inability or unwillingness to properly perform Work. The City shall have absolute discretion in making this determination, provided it does not act in bad faith. Contractor's failure to comply with this provision shall constitute a material breach of this Agreement.

## V. COVENANTS OF CONTRACTOR

**A. Expertise of Contractor; Licenses, Certification and Permits.** Contractor accepts the relationship of trust and confidence established between it and City, recognizing that City'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. Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Contractor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting the applicable standard of care or quality will be provided by Contractor at no additional cost to City. This provision shall survive termination of this Agreement.

**B. 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 principles of Contractor's profession and industry, Contractor will give written notice immediately to City.

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

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

**E. Contractor's Representative.** \_\_\_\_\_ **[INSERT NAME]** shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative, provided

that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

**F. Assignment of Agreement.** Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Contractor shall be solely responsible for reimbursing them, and City shall have no obligation to them.

**G. Responsibility of Contractor and Indemnification of City.** Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. This indemnity 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 an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts 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 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 Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**H. 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 City. Nothing in this Agreement shall be construed to make Contractor or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; 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 benefits and compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give City 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 City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Contractor are independent of each other, 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. Contractor agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of 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. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

I. **Insurance.**

- (1) **Requirements:** 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 Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.
- (2) **Minimum Limits of Insurance:** Contractor shall maintain the following insurance policies with coverage and limits no less than:
- (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If a general aggregate limit applies, the general aggregate limit shall be at least twice the required occurrence limit.
  - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (c) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts. **[Required if any professional services will be provided.]**
  - (d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
  - (e) Commercial Umbrella Liability Coverage: \$ \_\_\_\_\_ (\_\_\_\_\_) **[INSERT AMOUNT OF COVERAGE REQUIRED, IF ANY, OR STATE "N/A" IF NOT APPLICABLE]** per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.
- [CITY MAY INCLUDE OTHER INSURANCE REQUIREMENTS, DEPENDING UPON THE TYPE OF PROJECT AT ISSUE (E.G., EMPLOYEE DISHONESTY/ CRIMES COVERAGE IF CONTRACTORS HAVE ACCESS TO CITY BUILDINGS).]**
- (3) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) **Other Insurance Provisions:** Each policy shall contain, or be endorsed to contain,



the following provisions respectively:

- (a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.
  - (i) **Additional Insured Requirement.** City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, Contractors, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
  - (ii) **Primary Insurance Requirement.** Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.
  - (iii) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
  - (iv) **Separate Coverage.** Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
  - (v) **Defense Costs/Cross Liability.** 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) **Subrogation.** The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
  - (vii) **Incorporation of Indemnification Obligations.** Policies shall include an endorsement incorporating the indemnification obligations assumed by Contractor under the terms of this Agreement, including but not limited to Section V(G) of this Agreement.
- (b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Contractor for City.
- (c) All Coverages.
  - (i) **Notice Requirement.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-

payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

- (ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.
  - (iii) If higher limits are maintained by Contractor than shown above, the City shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) Verification of Coverage: Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Contractor's Duty to Provide Notice of Reduction in Coverage: Contractor shall provide written notice to City at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. Contractor shall require the same notice to the City in all subcontractor contracts.
- (8) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (9) 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, and have an effective date which is on or prior to the Effective Date.
- (10) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.
- (11) Progress Payments: The making of progress payments to Contractor shall not be construed as relieving Contractor or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

**J. Bonds.** If one or more Projects of this Agreement involve city road maintenance or repair

services, the Contractor shall provide Performance and Payment bonds on the forms attached hereto as “**Exhibits G.1 and G.2**” and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Bonds shall be maintained in the minimum amount of \$50,000.00. If the value of the Contractor’s Work relating to road maintenance or repair services in a given Term exceeds \$50,000.00, the bonded amount shall be increased accordingly to meet 100% of the value of the Work relating to road maintenance or repair in that Term. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**K. Non-Collusion Affidavit.** If one or more Projects of this Agreement involve city road maintenance or repair services, the Contractor’s officers, partners or employees responsible for bidding for the Work (as may be required to comply with O.C.G.A. § 32-4-122 and § 36-91-21 (e)) shall complete and return to City the Non-Collusion Affidavit attached hereto as “**Exhibit H.**”

**L. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Contractor shall provide evidence on City-provided forms, attached hereto as **Exhibits “D” and “E”** (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 registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing; or
- (3) If Contractor does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of this Agreement, in accordance with O.C.G.A. § 13-10-91(b)(5) Contractor shall provide a copy of Contractor’s state issued driver’s license or state issued identification card and a copy of the state issued driver’s license or identification card of each independent contractor utilized in the satisfaction of part or all of this Agreement.

Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit “D”**, and submitted such affidavit to City, or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided City with the appropriate state issued identification as noted in sub-subsection (3) above. Further, 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 Georgia Department of Labor Rule 300-10-1-.02.

In the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, 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 “E”**, which subcontractor affidavit shall become part of the Contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Contractor’s and Contractor’s subcontractors’ verification process at any time to determine that the verification was correct and complete. Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or

Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, 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 Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Contractor's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Contractor shall be liable for all damages and delays occasioned by City thereby.

Contractor agrees that the employee-number category designated below is applicable to Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **[DESIGNATE/MARK APPROPRIATE CATEGORY]**

- \_\_\_ 500 or more employees.
- \_\_\_ 100 or more employees.
- \_\_\_ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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.

**M. Records, Reports and Audits.**

- (1) Records:
  - (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
  - (b) All costs claimed or anticipated to be incurred in the performance of this Agreement 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, Contractor shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.
- (3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Contractor shall make available to City or City's representative(s) for examination all Records. Contractor will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Contractor shall permit City or City's

representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

**N. Ethics Code; Conflict of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify City. If City determines that a conflict of interest exists, City may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Contractor and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Contractor and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-Contractor under a contract to the prime Contractor or higher tier sub-Contractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

**O. Confidentiality.** Contractor acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. Contractor agrees that confidential information it learns or 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 City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**P. Key Personnel.** All of the individuals identified in **Exhibit "F"**, attached hereto, are necessary for the successful completion 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 "F"**, without written approval of City. Contractor recognizes that the composition of this team was instrumental in City's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for City'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 paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

**Q. Authority to Contract.** The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's 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.

**R. Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Contractor ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Contractor may retain a copy of any deliverables for its records. Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

**S. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, 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, 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 paragraph in every subcontract for services contemplated under this Agreement.

## VI. COVENANTS OF CITY

**A. Right of Entry.** City shall provide for right of entry for Contractor and all necessary equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

**B. City's Representative.** \_\_\_\_\_ [INSERT NAME] shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Agreement; provided that any changes to the terms of this Agreement must be made in writing as provided in Section VIII.A above.

## VII. TERMINATION

**A. For Convenience.** City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

**B. For Cause.** Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Contractor within thirty (30) calendar days of Contractor providing City with notice of a delinquent payment and an opportunity to cure. In the event of Contractor's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Contractor fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Contractor for the costs of curing the default against any sums due or which become due to Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

**C. Payment Upon Termination.** Upon termination, City shall provide for payment to Contractor for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Project Price for the applicable Project.

**D. Conversion to Termination for Convenience.** If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VII(A) above.

**E. Requirements Upon Termination.** Upon termination, Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports,

summaries, and such other information and materials as may have been generated or used by Contractor in performing this Agreement, whether completed or in process, in the form specified by City.

F. **Reservation of Rights and Remedies.** The rights and remedies of City and Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VIII. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including any exhibits hereto, 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. This Agreement may be modified or amended only in a written document signed by representatives of both Parties with appropriate authorization.

B. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. 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 Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.

D. **Captions and Severability.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or 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 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 that may for any reason be hereafter declared in valid.

E. **Business License.** Prior to commencement of the Work to be provided hereunder, Contractor shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. **Notices.**

(1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between City's Representative (named above) for City and Contractor's Representative (named above) for Contractor.

(2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

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

City Manager

City of Milton, Georgia  
13000 Deerfield Parkway, Suite 107F  
Milton, Georgia 30004

**NOTICE TO CONTRACTOR** shall be sent to:  
[INSERT CONTACT INFORMATION/ADDRESS]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G. Waiver of Agreement.** No failure by City 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 City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**H. Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

**I. 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.

**J. Sovereign Immunity; Ratification.** Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

**K. No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by City or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal contractual liability, except where Contractor is a sole proprietor. The Parties agree that, except where Contractor is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Contractor or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, Contractors, servants, agents, attorneys and volunteers.

**L. Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

**M. Force Majeure.** Neither City nor Contractor shall be liable for its 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 its respective duties or obligations under this Agreement or for any delay in such



performance due to: (i) any cause beyond its 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.

**N. Material Condition.** Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

**IN WITNESS WHEREOF** City and Contractor have executed this Agreement, effective as of the Effective Date first above written.

**[SIGNATURES ON FOLLOWING PAGE]**

**CONTRACTOR:** \_\_\_\_\_  
[INSERT FULL LEGAL NAME OF CONTRACTOR]

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

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

Title: [CIRCLE ONE]  
President/Vice President (Corporation)  
General Partner (Partnership/Limited Partnership)  
Member/Manager (LLC)  
Owner (Sole Proprietorship/Individual)

[CORPORATE SEAL]  
(required if corporation)

**Attest/Witness:**

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

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

Title: \_\_\_\_\_  
(Assistant) Corporate Secretary (required if corporation)

**CITY OF MILTON, GEORGIA**

\_\_\_\_\_  
By: Joe Lockwood, Mayor

[CITY SEAL]

**Attest:**

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

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

Title: City Clerk

**Approved as to form:**

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

[Insert City Solicitation Documents]

**EXHIBIT "B"**

[Insert Contractor Response/Proposal]

**EXHIBIT "C.1"**

1. **Project Name:** \_\_\_\_\_ **[INSERT PROJECT NAME]**

2. **Project Price:**

a. **Project Price.** The total amount paid for this Project as compensation for Work performed and reimbursement for costs incurred shall be as follows: \_\_\_\_\_  
**[SPECIFY HOURLY RATE, FLAT FEE, OR OTHER BASIS FOR CALCULATING PRICE].**

b. **Reimbursement for Costs.** The Project Price set forth above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows: **[CHECK ONE]**

There shall be no reimbursement for costs.

Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed \_\_\_\_\_ **[INSERT PERCENTAGE IF BOX CHECKED FOR THIS PARAGRAPH]** percent of the total amount due for Work for that particular month.

3. **Scope of Work:**

**[INSERT SCOPE OF WORK – May reference agreed upon Scope of Work from "Exhibit A" or "Exhibit B" or insert new negotiated/agreed upon Scope of Work]**

**EXHIBIT "C.2"**

1. **Project Name:** \_\_\_\_\_ **[INSERT PROJECT NAME]**

2. **Project Price:**

a. **Project Price.** The total amount paid for this Project as compensation for Work performed and reimbursement for costs incurred shall be as follows: \_\_\_\_\_  
**[SPECIFY HOURLY RATE, FLAT FEE, OR OTHER BASIS FOR CALCULATING PRICE].**

b. **Reimbursement for Costs.** The Project Price set forth above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows: **[CHECK ONE]**

There shall be no reimbursement for costs.

Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed \_\_\_\_\_ **[INSERT PERCENTAGE IF BOX CHECKED FOR THIS PARAGRAPH]** percent of the total amount due for Work for that particular month.

3. **Scope of Work:**

**[INSERT SCOPE OF WORK – May reference agreed upon Scope of Work from "Exhibit A" or "Exhibit B" or insert new negotiated/agreed upon Scope of Work]**

**EXHIBIT "C.3"**

1. **Project Name:** \_\_\_\_\_ **[INSERT PROJECT NAME]**

2. **Project Price:**

a. **Project Price.** The total amount paid for this Project as compensation for Work performed and reimbursement for costs incurred shall be as follows: \_\_\_\_\_  
**[SPECIFY HOURLY RATE, FLAT FEE, OR OTHER BASIS FOR CALCULATING PRICE].**

b. **Reimbursement for Costs.** The Project Price set forth above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows: **[CHECK ONE]**

There shall be no reimbursement for costs.

Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed \_\_\_\_\_ **[INSERT PERCENTAGE IF BOX CHECKED FOR THIS PARAGRAPH]** percent of the total amount due for Work for that particular month.

3. **Scope of Work:**

**[INSERT SCOPE OF WORK – May reference agreed upon Scope of Work from "Exhibit A" or "Exhibit B" or insert new negotiated/agreed upon Scope of Work]**

**EXHIBIT "D"**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**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 the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b).

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

[INSERT NAME OF PROJECT]  
Name of Project

City of Milton, Georgia  
Name of Public Employer

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

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_



**EXHIBIT "E"**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**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 the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (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

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

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

[INSERT NAME OF PROJECT]  
Name of Project

City of Milton, Georgia  
Name of Public Employer

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

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

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

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

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

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "F"**

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

[INSERT KEY PERSONNEL BELOW, OR INDICATE "N/A"]

<b><u>Individual</u></b>	<b><u>Position</u></b>
	_____, Project Manager

**EXHIBIT "G.1"**

**PERFORMANCE BOND**

**CITY OF MILTON, 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 City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City, 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 City for the project known as \_\_\_\_\_ (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT"),.

**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 City 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 City 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 or 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) calendar days after written notice from the City 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 City.

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, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]  
**CONTRACTOR ("Principal"):**

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

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

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

Attest:

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

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

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

**CONTRACTOR'S SURETY:**

\_\_\_\_\_

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

---

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

Attest:

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

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)



**EXHIBIT "G.2"**  
**PAYMENT BOND**  
**CITY OF MILTON, 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 City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), 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 City for a project known as \_\_\_\_\_ (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

**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 Project, 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 Project, 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 City, or the filing of a Lien against the property of the City 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, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR:**

\_\_\_\_\_  
By: \_\_\_\_\_ (signature)  
\_\_\_\_\_ (printed)  
Title: \_\_\_\_\_ (SEAL)  
Date: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
\_\_\_\_\_ (signature)  
\_\_\_\_\_ (printed)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR'S SURETY:**

\_\_\_\_\_  
By: \_\_\_\_\_ (signature)  
\_\_\_\_\_ (printed)  
Title: \_\_\_\_\_ (SEAL)  
Date: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
\_\_\_\_\_ (signature)  
\_\_\_\_\_ (printed)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(ATTACH SURETY'S POWER OF ATTORNEY)

**EXHIBIT "H"**  
**NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER/BIDDER**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

(2) He/she is fully informed respecting the 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 or sham bid/proposal;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder/proposer, firm or person to submit a collusive or sham bid/proposer in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid or of any other bidder/proposer, or to fix any overhead, profit or cost element of the price of any other bidder/proposer or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Milton 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 affiant.

(6) Bidder has not directly or indirectly violated O.C.G.A. § 36-91-21 (d).

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

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

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

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

[NOTARY SEAL]

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