

REQUEST FOR BIDS

**FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER
ROTTENWOOD CREEK
RFB-26-53499**



**CITY OF MARIETTA
PURCHASING DIVISION
205 Lawrence Street
Marietta, Georgia
30060**

06/01/2026

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FOR
FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK**

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INSTRUCTIONS TO BIDDER
FOR INVITATION TO BID

ARTICLE 1 TIME AND DATE DUE

The City of Marietta, a political subdivision of the State of Georgia (hereinafter "City of Marietta" or the "City") shall receive sealed bids electronically through BidNetDirect.com platform from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Georgia or authorized to conduct business in the State of Georgia until:

11:00 A.M., Friday, July 10, 2026

For the following:

FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK

RFB-26-53499

Successful vendor shall be required to complete the Independent Contract agreement, sample is attached hereto.

ARTICLE 2 PREBID CONFERENCE

A **Mandatory** pre-bid conference for interested bidders will be held on Tuesday, June 30, 2026 at 10:00 A.M. The meeting will be held at the Transportation Office at 268 Lawrence Street, Marietta, GA 30060. Park in the rear of the facility and ring the doorbell at the back door.

The purpose of the conference is to familiarize the bidders with the scope of the work. The project scope will be discussed in detail at this time.

ARTICLE 3 OPENING LOCATION & TIME

This bid shall be opened at 11:00 A.M., July 10, 2026, at the City of Marietta, Purchasing Office, First Floor, 205 Lawrence Street, Marietta, Georgia 30060.

ARTICLE 4 DELIVERY REQUIREMENTS

Any bids received after the stated time and date shall not be considered. Electronic bids will be date/time stamped through the online Bidnet platform. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any manual bids received. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Marietta Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by the U.S. Postal Service, the bidder shall be responsible for its timely delivery to the Purchasing Division. Bids delayed by the mail shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

ARTICLE 5 CLARIFICATION & ADDENDA

Each bidder shall examine all invitation for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the invitation to bid shall be made in writing through the bidnetdirect.com platform. The City shall not be liable for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this invitation for bid, the City shall attempt to notify all prospective bidders who have secured the same, however, it shall be the responsibility of each bidder prior to submitting their bid to check the bidnetdirect.com platform (72 hours prior to bid due date to determine if any addenda were issued and to make sure such addenda is a part of their bid). EACH BIDDER SHALL ACKNOWLEDGE IN ITS BID ALL ADDENDA RECEIVED AND INCLUDE WITH THEIR BID SUBMISSION.

ARTICLE 6 USE, CLARIFICATION AND RETURN OF DRAWINGS AND SPECIFICATIONS

All Drawings and Specifications for the work are the sole property of the Owner and intended solely for use in the work contemplated in such Drawings and Specifications. Except for a bidder whose bid is accepted, said Drawings and Specifications shall be returned in good condition immediately upon receipt of notification that a bid has been accepted or that no award of said bid shall be accepted.

If there are any discrepancies in, or omissions from, the Drawings or Specifications, or if the bidder is in doubt as to the true meaning of any part of the Contract Document, he shall request clarification from The Purchasing Division. Such request shall be in writing and shall be made not less than forty-eight hours prior to the time scheduled for the termination of bidding. Interpretations in response to inquiries for any bidder, clarifications or corrections issued in the form of addenda shall be mailed to each bidder. If the bidder fails to request clarification regarding methods of performing work or the material required, his bid shall be deemed to include the method requiring the greater quantity of work or material or upon the material of greatest cost indicated.

ARTICLE 7 LICENSING REQUIREMENTS

The bidder shall provide appropriate proof of the following licenses, if applicable:

1. Valid Occupational Business license
2. Valid Contractor's License (for Construction projects)
3. Valid Utility Contractor's License (for Construction Utility projects)

ARTICLE 8 SEALED & MARKED

ALL SOLICITATIONS SHALL BE SUBMITTED ELECTRONICALLY THROUGH WWW.BIDNETDIRECT.COM. HOWEVER, IF BIDDER SUBMITS SOLICITATION MANUALLY, THE FOLLOWING REQUIREMENTS WILL APPLY: ONE (1) ORIGINAL AND THREE (3) SIGNED COPIES OF YOUR BID SHALL BE SUBMITTED IN ONE SEALED PACKAGE, CLEARLY MARKED ON THE OUTSIDE:

**REQUEST FOR BID
RFB-26-53499**

FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK

and addressed to:

**City of Marietta, Purchasing Division
205 Lawrence Street
Marietta, Georgia 30060**

ARTICLE 9 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone of the respective bidder (company, firm, partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid.

ARTICLE 10 BID EXPENSES

All expenses for making bids to the city are to be borne by the bidder.

ARTICLE 11 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for the opening of bid. Any bid not withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to The City of Marietta the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the City. All prices shall be quoted F.O.B. City of Marietta, Georgia.

Bid modifications shall be accepted from a bidder only if received prior to the scheduled bid opening, in writing, properly signed by the authorized representative of the bidder's (company, firm, partnership, individual). Bid modifications shall be submitted as referenced in Article No. 8 and clearly marked "BID MODIFICATIONS."

Mathematical errors shall be corrected by the City, i.e.: misplaced decimal points shall be corrected; in discrepancies between unit price vs. extended price, unit price shall govern; errors in extension of unit prices shall be corrected and mathematical errors shall be corrected.

ARTICLE 12 RESERVED RIGHTS

The City reserves the right to accept or reject any and or all bids, to waive irregularities and technicalities, award the contract in the best interest of the City of Marietta or to request re-bid. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City.

For each item or for all items combined, the bid of the lowest, responsible and responsive bidder shall be accepted, unless all bids are rejected. The lowest responsive bidder shall mean the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City and conforms to all material aspects of the requirements set forth in the invitation for bid. To be a responsible bidder, the bidder shall be fit and capable to perform the work as required, shall have the capability in all respects to perform fully the contract requirements, and shall have the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit, which shall assure good faith performance. Also, the City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to deliver the goods or service requested.

Information the City deems necessary to make this determination shall be provided by the bidder. Such information may include but shall not be limited to current financial statements; verification of availability of equipment and personnel; and past performance records.

ARTICLE 13 APPLICABLE LAWS

Bidders shall be authorized to transact business in the State of Georgia. All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Marietta shall apply to any resulting agreement.

ARTICLE 14 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a part to a violation of the State of Georgia, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City of Marietta.

ARTICLE 15 COLLUSION

By offering a submission to this invitation for bid, the bidder certifies that the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- 15.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- 15.2 Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and shall not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- 15.3 No attempt has been made or shall be made by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition;
- 15.4 The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and
- 15.5 No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business.

ARTICLE 16 CONTRACT FORMS

Any agreement, contract or Purchase Order resulting from the acceptance of a bid shall be on forms provided by the City. Each bidder shall state in his bid, in words and numerical, written in ink or typed, the price for which he shall perform the work or supply the items required by the specifications, plans and contract documents. Any erasures, delineations or alterations are to be clear and initialed by the person signing.

ARTICLE 17 NOTICE OF ACCEPTANCE

Owner shall notify the successful bidder of its acceptance of the bid through the BidNetDirect.com platform. Unsuccessful bidders shall be notified via email.

ARTICLE 18 BID FORMS, VARIANCES, ALTERNATES

Bids shall be submitted on attached City forms or uploaded to the online Bidnet platform. **BIDDERS SHALL SUBMIT SIGNED BID FORMS, ALL DOCUMENTS REQUIRING SIGNATURES AND ANY OTHER ATTACHMENTS (LICENSES, SPECIFICATIONS, ETC.) REQUIRED FOR THIS WITH ORIGINAL SIGNATURES WHERE APPLICABLE AND THREE (3) COPIES ONE (1) IF SUBMITTED THROUGH THE ONLINE BIDNET PLATFORM.**

Bidders shall indicate any and all variances/exceptions from the City requested specifications, terms, and conditions on sheet entitled “EXHIBIT A” Providing there have been no variances/exceptions or alterations attached to said bid, it shall be assumed that the bidder is meeting all requirement of the specifications. Alternate bids may or may not be considered at the sole discretion of the City.

ARTICLE 19 DISCOUNTS

Any and all discounts shall be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining awards. No discounts related to bid prices or payments are allowed by State and Federal regulations.

ARTICLE 20 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, bidder shall furnish to the City the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City in evaluating the substitution, and such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing a substitution is not accepted until such time as it is approved by the city.

ARTICLE 21 TAXES

The City of Marietta is exempt from Federal Excise and State Sale Taxes; therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. The City of Marietta does not intend to imply that a bidder has no independent tax liability.

ARTICLE 22 USE OF TRADE NAMES

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids shall be accompanied with all descriptive information necessary for a thorough evaluation of the proposed materials, equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exception taken to the specifications.

Failure of any bidder to furnish this data shall be cause for rejection of specified item(s) to which it pertains.

ARTICLE 23 REGULATIONS, CODES AND STANDARDS

It shall be the responsibility of each supplier to assure compliance with any and all Codes & Standards including but not limited to OSHA, EPA LIFE SAFETY, ANSI ASTM, UA and/or other Federal or State of Georgia rules, regulations or other requirements, as each may apply.

When applicable, and as required under the provisions of Georgia's Right-To-Know-Law, the manufacturer, importer or distributor of a toxic substance shall provide a material safety sheet with the bid.

ARTICLE 24 AUTHORIZED PRODUCTION REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, shall be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it shall be presumed by the City that the bidder(s) is/are legally authorized to submit, and the successful bidder(s) shall be legally bound to perform according to the documents.

ARTICLE 25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Marietta, Marietta, Georgia, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this advertisement and shall not be discriminated against on the grounds of race, color, disability or national origin in consideration for an award.

ARTICLE 26 CONFIRMATION ON BIDS

ELIGIBLE BIDDERS, WHO ATTENDED THE MANDATORY PRE-BID CONFERENCE, INTERESTED IN RECEIVING A COPY OF THE BID TABULATION/EVALUATION SHEET SHOULD REQUEST IN WRITING THROUGH THE BIDNETDIRECT.COM PLATFORM.

ARTICLE 27 INSURANCE, INDEMNIFICATION, AND LIABILITY

Owner requires the vendor to have and maintain the following insurance coverage and indemnification provisions with the City of Marietta named as an additional insured thereunder:

A. INSURANCE

The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance in the following minimum limits:

I. Worker's Compensation Insurance Statutory

II. Comprehensive General Liability Insurance including:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per person
	\$1,000,000 annual aggregate

III. Automobile Liability Insurance including:

\$1,000,000 combined single limit

B. INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, and employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

C. LIMITATIONS OF LIABILITY

Owner shall not be liable in contract or in tort (including negligence) to Vendor, subcontractor or suppliers of Vendor, regardless of tier, for incidental or consequential damages arising out of or resulting from Owner's performance or nonperformance of its obligations under this Agreement, or from Owner's termination or suspension of the services under this Agreement.

EXHIBIT A
ALTERATIONS /EXCEPTIONS

SPECIAL INSTRUCTIONS: ALL ITEMS SHALL BE TYPED OR PRINTED

NOTICE TO CONTRACTORS

Sealed electronic bids will be received electronically through BidNetDirect.com platform for the City of Marietta, at the City of Marietta Purchasing Division, located at 205 Lawrence Street, Marietta, Georgia until Friday July 10, 2026 at 11:00AM. NO BIDS WILL BE ACCEPTED AFTER THE 11:00 AM DEADLINE. No submitted bid may be withdrawn after the scheduled bid opening for a period of ninety (90) days.

The bids will be publicly opened and read aloud on July 10, 2026, at 11:00 A.M. at the City of Marietta City Hall, Purchasing Department located at 205 Lawrence Street, 1st Floor, Marietta, GA 30060.

A MANDATORY pre-bid conference will be held for this project on **Tuesday, June 30, 2026 at 10:00 A.M.** at the City of Marietta Transportation Department located at 268 Lawrence Street, Marietta, GA 30060. Please drive to the rear of the facility and ring the doorbell at the rear door.

All questions concerning the project shall be addressed through the solicitation Q & A feature on BidNetDirect.com platform. The deadline for questions is Thursday, July 2, 2026 at 5:00 P.M.

The work to be done consists of the furnishing of all materials, labor and equipment for:

Bid No.: RFB-26-53499
Project Name: FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK

Project consists of the replacement of a bridge on Franklin Gateway over Rottenwood Creek.

The time allowed for completion of the project will be Two Hundred and Forty (240) calendar days.

The utilities relocation portion of the project will be performed under existing traffic conditions. For this portion of the work lane closures are not permitted between 6:00 AM and 9:00 AM or 4:00 PM through 7:00 PM Monday through Friday without prior approval from the City. Any work performed outside these hours without prior approval will result in the assessment of Liquidated Damages at the rate of \$500.00/hr. or portion of an hour. These damages are in addition to any other specified damages as per GDOT Specifications Section 108.08, Failure or Delay in Completing Work on Time, or otherwise stated elsewhere in the Contract Documents.

The existing bridge demolition and subsequent construction of the new bridge will be performed with complete closure of the roadway.

Payment will be made monthly based on approved invoices for quantities of approved work completed.

Bidders shall be prequalified with the Georgia Department of Transportation. All subcontractors are to be registered subcontractors or prequalified contractors.

The **Contractor** and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act." The Contractor must execute **and submit at the time of the bid** the "Contractor Affidavit and Agreement," **or bid will be determined non-responsive and will be disqualified.**

Failure to comply with any of the requirements and procedures of the City (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by records by City officials upon request; and/or failure to continue to meet any of the statutory or City obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the City to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements, and that upon notice of a material breach of these provisions, the **Contractor** (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the City shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

For all bids on contracts involving utility work as defined in O.C.G.A. 43-14-1 et.seq., the **Contractor and/or its subcontractor(s)** that will perform utility work must have a valid State of Georgia Utility Contractor License and comply with all applicable provisions of Chapter 14 of Title 43 of O.C.G.A.

The Bidder is required to submit only the Bid Proposal, which includes:

1. **Completed Bid Proposal Form (SIGNED, SEALED AND DATED WHERE APPLICABLE)**
2. **Bid Bond or Certified Check** (All proposals shall be accompanied by a Bid Bond or Certified Check drawn in favor of the City Council of the City Of Marietta, Georgia, in the amount of at least five percent (5%) of the bid for the complete work: such Bid Bond representing that the Bidder, if awarded a contract, will promptly enter into a contract and furnish Performance Bond, in an amount of one hundred percent (100%) of the full amount of the Contract amount and Labor and Material Payment Bond, in an amount equal to one hundred ten percent (110%) of the full amount of the Contract, as provided by law. **The aggregate amount of the bonds shall be 210 percent of the full penal sum of the Contract.** The Bid Bond shall be forfeited to the City of Marietta, Georgia, as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within ten (10) days after being notified of award of the Contract.
3. **Contractor Affidavit and Agreement**
4. **Certification by Contractor re: Non-Segregated Facilities**
5. **Non-Collusion Affidavit of Prime Bidder (SIGNED AND NOTARIZED)**
6. **Completed Bid Schedule (Sign Each Page)**
7. **Georgia Security and Immigration Compliance Act Affidavit**
8. **References**

Specifications and contract documents are open to public inspection at the City Purchasing Division office.

All bidders must be on record with City of Marietta as having purchased specifications and having attended the mandatory pre-bid conference. All bids shall be submitted on the Bid Proposal Form and uploaded to BidNetDirect.com's platform.

All work performed for this project will be in accordance with the Georgia Department of Transportation Standard Specifications, 2021 Edition, GDOT Supplemental Specifications Book, 2016 Edition, and applicable Supplemental Specifications and Special Provisions apply to this project.

All testing shall meet the requirements outlined in the Georgia Department of Transportation Sampling, Testing and Inspection Guide.

The Applicable GDOT specifications govern any conflicting requirements that may be found in the Agreement, Supplemental General Provisions, and General Conditions.

The Bidder shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the City.

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and charges required for the construction and installation of this project as required by local, state, and federal regulations.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities which are segregated on a basis of race, color, creed, or national origin.

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

If the contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. (Section 103.02)

The Bidding Documents consist of the following, including all addenda issued therewith and forms referenced therein:

Section 1 -	Bid Documents
Section 2 -	Contract Documents
Section 3 -	General Conditions

Section 1 – Bid Documents

BID PROPOSAL

Page 1 of 4

Proposal of _____ (hereinafter called "**Bidder**") a contractor organized and existing under the laws of the State of _____, *an individual, a corporation, or partnership doing business as _____.

*Strike Out Inapplicable Terms.

TO: City of Marietta
(Hereinafter called
"**City**")

Gentlemen:

The **Bidder** in compliance with your Notice to Contractors and all Bidding Documents for the construction of:

Bid No.: RFB-26-53499

Project Name: FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK

Project consists of the replacement of a bridge on Franklin Gateway over Rottenwood Creek.

The time allowed for completion of the project will be Two Hundred (240) calendar days.

The utilities relocation portion of the project will be performed under existing traffic conditions. For this portion of the work lane closures are not permitted between 6:00 AM and 9:00 AM or 4:00 PM through 7:00 PM Monday through Friday without prior approval from the City. Any work performed outside these hours without prior approval will result in the assessment of Liquidated Damages at the rate of \$500.00/hr. or portion of an hour. These damages are in addition to any other specified damages as per GDOT Specifications Section 108.08, Failure or Delay in Completing Work on Time, or otherwise stated elsewhere in the Contract Documents.

The existing bridge demolition and subsequent construction of the new bridge will be performed with complete closure of the roadway.

Payment will be made monthly based on approved invoices for quantities of approved work completed.

Bidders shall be prequalified with the Georgia Department of Transportation. All subcontractors are to be registered subcontractors or prequalified contractors.

The **Contractor** and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act." The Contractor must execute **and submit at the time of the bid** the "Contractor Affidavit and Agreement," **or bid will be determined non-responsive and will be disqualified.**

Failure to comply with any of the requirements and procedures of the City (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by records by City officials upon request; and/or failure to continue to meet any of the statutory or City obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the City to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements, and that upon notice of a material breach of these provisions, the **Contractor** (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the City shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

For all bids on contracts involving utility work as defined in O.C.G.A. 43-14-1 et.seq., the **Contractor and/or its subcontractor(s)** that will perform utility work must have a valid State of Georgia Utility Contractor License and comply with all applicable provisions of Chapter 14 of Title 43 of O.C.G.A.

BID PROPOSAL

Page 2 of 4

The **Bidder**, having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with City of Marietta to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

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

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within 240 calendar days.

The Bidder acknowledges receipt of the following addenda:

The undersigned further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within ten (10) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **City** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **Bidder**.

The **Bidder** declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the (Bank)_____ in the amount of _____, (Five percent of Total Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as principals, are named as follows:

_____	_____
_____	_____
_____	_____

BID PROPOSAL

PAGE 3 OF 4

FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK

BID SCHEDULE

Item Number	Quantity	Units	Item Description	Unit Price	Total Cost	
Roadway items						
150-1000	1	LS	TRAFFIC CONTROL			
210-0100	1	LS	GRADING COMPLETE			
310-5060	670	SY	GR AGGREGATE BASE CRS, 6 INCH, INCL MATL			
310-5060	300	SY	GR AGGREGATE BASE CRS, 10 INCH, INCL MATL			
632-0003	2	EA	CHANGEABLE MESSAGE SIGN (TO BE PURCHASED BY CONTRACTOR PER CITY SPECS AND RETAIN BY THE CITY UPON COMPLETION OF THE WORK)	\$30,000.00	\$60,000.00	ALLOWANCE
402-3130	300	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM			
402-3190	100	TN	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATLS & H LIME			
413-0750	355	GL	TACK COAT			
402-1812	200	TN	RECYCLED ASPH LEVELING, INCL BITUM MATL & H LIME			
432-5010	460	SY	MILL ASPH CONC PVMT, VARIABLE DEPTH			
433-1200	320	SY	REINF CONC APPROACH SLAB, INCL SLOPED EDGE			
441-0104	1150	SY	CONC SIDEWALK, 4 IN			
441-5002	295	LF	CONCRETE HEADER CURB, 6 IN, TP 2			
441-6012	1080	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2			
634-1200	1	EA	RIGHT OF WAY MARKERS			
641-1100	288	LF	GUARDRAIL, TP T			
641-1200	38	LF	GUARDRAIL, TP W			
641-5001	4	EA	GUARDRAIL ANCHORAGE, TP 1			
641-1001	36	EA	RAISED PVMET MARKERS TP 1			
Signing and Marking Items						
611-5551	5	EA	RESET SIGN			
636-1033	5	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9			
636-1036	27	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11			
N/A	52	LF	COM DECORATIVE SIGN POST			
653-1504	200	LF	THERMOPLASTIC SOLID TRAF STRIPE, 12 IN, WHITE			
653-1704	35	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE			

653-1906	1070	LF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE		
653-2602	1540	LF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW		
653-4503	1540	GLF	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE		
Erosion Control Items					
163-0232	0.15	AC	TEMPORARY GRASSING		
163-0240	9.5	TN	MULCH		
163-0301	1	EA	CONSTRUCT AND REMOVE CONSTRUCTION EXISTS		
163-0503	1	EA	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3		
163-0527	1	EA	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS		
163-0550	10	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP		
165-0030	1030	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP C		
165-0087	1	EA	MAINTENANCE OF SILT CONTROL GATE, TP 3		
165-0101	1	EA	MAINTENANCE OF CONSTRUCTION EXIT		
165-0105	10	EA	MAINTENANCE OF INLET SEDIMENT TRAP		
171-0030	1030	LF	TEMPORARY SILT FENCE, TYPE C		
700-7000	0.75	TN	AGRICULTURAL LIME		
700-8000	0.2	TN	FERTILIZER MIXED GRADE		
700-8100	16	LB	FERTILIZER NITROGEN CONTENT		
700-9300	1350	SY	SOD		
716-2000	1695	SY	EROSION CONTROL MATS, SLOPES		
Drainage Items					
441-0050	10	SY	CONC SLOPE DRAIN		
500-3800	5	CY	CLASS A CONCRETE, INCL REINF STEEL		
550-5180	230	LF	STORM DRAIN PIPE, 18 IN, CLASS III		
550-5240	55	LF	STORM DRAIN PIPE, 24 IN, CLASS III		
600-0001	5	CY	FLOWABLE FILL		
668-1100	5	EA	CATCH BASIN, GP 1		
668-1110	3	LF	CATCH BASIN, GP 1, ADDL DEPTH		
668-4300	2	EA	STORM SEWER MANHOLE, TP 1		
668-4312	5	LF	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2		

FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK: BID SCHEDULE (CONTINUED)

Bridge Items					
500-0100	453	SY	GROOVED CONCRETE		

500-1011	221	CY	SUPERSTR CONCRETE, CL D, BR NO - 1		
500-2100	158	LF	CONCRETE BARRIER		
500-2110	158	LF	CONCRETE PARAPET, CPCL DESING		
500-3101	52	CY	CLASS A CONCRETE		
507-9003	833	LF	PSC BEAMS, AASHTO TYPE III, BE NO - 1		
511-1000	6835	LB	BAR REINF STEEL		
511-3000	61242	LB	SUPERSTR REINF STEEL, BR NO - 1		
520-1104	955	LF	PILING IN PLACE, STEEL H, HP 10 X 42		
520-5000	20	LF	PILOT HOLES		
540-1101	1	LS	REMOVAL OF EXISTING BR, STA NO - 106+32		
603-2018	213	SY	STN DUMPED RIP RAP, TP 1, 18 IN		
603-7000	213	SY	PLASTIC FILTER FABRIC		
Water and Sanitary Sewer Items					
156-0100	1	LS	GPS DATA COLLECTION AND SUBMITTAL		
209-0201	100	TN	STABILIZER MATERIAL, TP I (#57 Stone)		
310-1101	450	TN	GRADED AGGREGATE BASE CRS, Incl Mtl (FOR BACKFILL OF TRENCH IN PAVED AREA)		
326-1180	100	SY	PORTLAND CEMENT CONCRETE SUBBASE, 8 IN THICK (CONCRETE TRENCHCAP)		
500-3191	35	CY	CLASS A CONCRETE, HES (FOR CONCRETE BLOCKING AND THRUST COLLARS)		
600-0001	14	CY	FLOWABLE FILL (FOR ABANDONING SEWER MAIN)		
610-2385	315	LF	REMOVE WATER MAIN, 16 IN		
611-8050	4	EA	ADJUST MANHOLE TO GRADE		
611-8140	6	EA	ADJUST WATER VALVE BOX TO GRADE		
615-2550	280	LF	JACK AND BORE PIPE, STEEL CASING, 24 IN. (W.T. 0.375")		
660-0012	58	LF	SANITARY SEWER PIPE, 12 IN. PVC, (8'-12' CUT)		
660-0016A	36	LF	SANITARY SEWER PIPE, 16 IN. PVC, (0'-8' CUT)		
660-0016B	161	LF	SANITARY SEWER PIPE, 16 IN. PVC, (8'-12' CUT)		
660-0016C	28	LF	SANITARY SEWER PIPE, 16 IN. PVC, (12'-16' CUT)		
660-0016D	81	LF	SANITARY SEWER PIPE, 16 IN. PVC, (16'-20' CUT)		
660-0016E	140	LF	SANITARY SEWER PIPE, 16 IN. PVC, (IN CASING)		
660-1112	1	LS	TEMPORARY BYPASS PUMPING SYSTEM		
660-1150	6	EA	CUT AND PLUG EXISTING SAN. SEWER MAIN (ON OUTSIDE OF MANHOLE)		
660-3275	3	EA	ABANDON MANHOLE		
668-3300A	1	EA	SAN. SEWER MANHOLE, TP 1, 72" DIAMETER, DOGHOUSE MANHOLE		

668-3300B	2	EA	SAN. SEWER MANHOLE, TP 1, 60" DIAMETER, OUTSIDE DROP MANHOLE		
668-3300C	2	EA	SAN. SEWER MANHOLE, TP 1, 48" DIAMETER, DOGHOUSE MANHOLE		
668-3300D	2	EA	SAN. SEWER MANHOLE, TP 1, 48" DIAMETER, CUT-IN MANHOLE		
668-3300E	3	EA	SAN. SEWER MANHOLE, TP 1, 48" DIAMETER		
668-3311A	4	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1, 72" DIAMETER		
668-3311B	8	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1, 60" DIAMETER		
668-3311C	27	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1, 48" DIAMETER		
668-3312A	10	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2, 72" DIAMETER		
668-3312B	16	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2, 60" DIAMETER		
668-3312C	15	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2, 48" DIAMETER		
668-3313A	4	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 3, 72" DIAMETER		
668-3313B	1	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 3, 60" DIAMETER		
668-3313C	1	LF	SAN. SEWER MANHOLE, TP 1, ADDL DEPTH, CL 3, 48" DIAMETER		
670-1060	50	LF	WATER MAIN, 6 IN		
670-1120	10	LF	WATER MAIN, 12 IN		
670-1160	420	LF	WATER MAIN, 16 IN		
670-2002	3	EA	VALVE MARKER		
670-2005	1	EA	BLOW-OFF ASSEMBLY, COMPLETE (VALVE PAID FOR SEPARATELY)		
670-2060	3	EA	GATE VALVE. 6 IN		
670-2120	1	EA	GATE VALVE, 12 IN		
670-2160	2	EA	GATE VALVE, 16 IN		
670-2700	3	EA	ABANDONMENT OF WATER VALVE (REMOVE VALVE BOX)		
670-4000	1	EA	FIRE HYDRANT		
670-9450	700	CY	SOLID ROCK EXCAVATION (FOR WATER MAIN AND/OR SANITARY SEWER MAIN)		
670-9920	1	EA	REMOVE EXISTING FIRE HYDRANT, INCL. SALVAGE		
700-6910	0.6	AC	GRASSING - COMPLETE, SEEDED		
716-1000	40	SY	EROSION CONTROL MATS, WATERWAYS (TEMPORARY)		

TOTAL

RFB-26-53499

BID PROPOSAL

Page 4 of 4

BIDDER agrees to perform all the work for the

FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK for the following Base Price:

Base Bid: _____

Dollars (\$ _____)

Respectfully Submitted:

(Bidder)

BY: _____

(Signature)

(Title)

(Business Address and Zip Code)

License Number _____

(SEAL - if bid is by a Corporation)

BID BOND
Page 1 of 3
(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____, Principal, and _____

as Surety, are hereby held and firmly bound unto **City of Marietta, Georgia**, in the penal sum of _____
_____ **Dollars (\$ _____)**

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 202__

The condition of the above obligation is such that whereas the Principal has submitted to **CITY OF MARIETTA, GEORGIA** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

Bid No.: **RFB-26-53499**
Project Name **FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK**

Project consists of the replacement of a bridge on Franklin Gateway over Rottenwood Creek.

The time allowed for completion of the project will be Two Hundred and Forty (240) calendar days.

The utilities relocation portion of the project will be performed under existing traffic conditions. For this portion of the work lane closures are not permitted between 6:00 AM and 9:00 AM or 4:00 PM through 7:00 PM Monday through Friday without prior approval from the City. Any work performed outside these hours without prior approval will result in the assessment of Liquidated Damages at the rate of \$500.00/hr. or portion of an hour. These damages are in addition to any other specified damages as per GDOT Specifications Section 108.08, Failure or Delay in Completing Work on Time, or otherwise stated elsewhere in the Contract Documents.

The existing bridge demolition and subsequent construction of the new bridge will be performed with complete closure of the roadway.

Payment will be made monthly based on approved invoices for quantities of approved work completed.

Bidders shall be prequalified with the Georgia Department of Transportation. All subcontractors are to be registered subcontractors or prequalified contractors.

The **Contractor** and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act." The Contractor must execute **and submit at the time of the bid** the "Contractor Affidavit and Agreement," **or bid will be determined non-responsive and will be disqualified.**

Failure to comply with any of the requirements and procedures of the City (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by records by City officials upon request; and/or failure to continue to meet any of the statutory or City obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the City to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements, and that upon notice of a material breach of these provisions, the **Contractor** (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the City shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

For all bids on contracts involving utility work as defined in O.C.G.A. 43-14-1 et.seq., the **Contractor and/or its subcontractor(s)** that will perform utility work must have a valid State of Georgia Utility Contractor License and comply with all applicable provisions of Chapter 14 of Title 43 of O.C.G.A.

BID BOND

Page 2 of 3

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the **City** may accept such bids and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(SEAL)
Principal

By:_____

Printed Name

_____(SEAL)
Surety

By:_____
Georgia Representative

Printed Name

NOTICE TO ALL BIDDERS

BIDDER QUALIFICATIONS

ALL BIDDERS SHALL BE PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT).

SUBCONTRACTORS SHALL BE PRE-QUALIFIED OR REGISTERED WITH THE GDOT.

IF CONSTRUCTION WORK INVOLVES WELDED STRUCTURES, SUCH AS BRIDGES, THE MANUFACTURER OF THE STRUCTURE SHALL BE ON THE GDOT QPL LIST 60.

**To report bid rigging activities call:
1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

NON-COLLUSION AFFIDAVIT OF PRIME 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;
- (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;
- (4) Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Marietta 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.

Company Name _____

Signed _____

(Printed Name

Title _____

Subscribed and Sworn to before me this ____ day of _____, 202__

Signature

Printed Name

Title

My Commission expires _____ Date _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____

_____, being first duly sworn, deposes, and says that:

(1) He/She is _____ (Owner, Partner, Officer, Representative, or Agent)
of _____, hereinafter referred to as the "Subcontractor";

(2) He/She is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the **Contractor** for certain work in connection with the _____ Contract pertaining to the Project in City of Marietta, Georgia;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Marietta or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the Subcontractor's Proposal 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.

Signed _____

Title _____ (Seal)

(Printed Name)

Subscribed and Sworn to before me this _____ day of _____,

Title

(Printed Name)

My Commission Expires _____

Date: _____

REFERENCES

Please provide 5 references

Project: _____

Description: _____

Client: _____

Contact: _____

Phone: _____ Email: _____

Project: _____

Description: _____

Client: _____

Contact: _____

Phone: _____ Email: _____

Project: _____

Description: _____

Client: _____

Contact: _____

Phone: _____ Email: _____

Project: _____

Description: _____

Client: _____

Contact: _____

Phone: _____ Email: _____

Project: _____

Description: _____

Client: _____

Contact: _____

Phone: _____ Email: _____

100% PERFORMANCE BOND

Page 1 of 3

KNOW ALL MEN BY THESE PRESENTS: THAT _____ as Principal
(hereinafter called **Contractor**), and _____ a corporation organized and existing
under the laws of the State of _____ as Surety (hereinafter called Surety), are held and firmly bound unto
CITY OF MARIETTA, GEORGIA, as obligee, hereinafter called **City**, in the amount of
_____ dollars(\$ _____)

for the payment whereof **Contractor** and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Contractor** has by written agreement dated _____, 202__, entered into a contract with **City** for:

Bid No.: RFB-26-53499
Project Name FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK

Project consists of the replacement of a bridge on Franklin Gateway over Rottenwood Creek.

The time allowed for completion of the project will be Two Hundred and Forty (240) calendar days.

The utilities relocation portion of the project will be performed under existing traffic conditions. For this portion of the work lane closures are not permitted between 6:00 AM and 9:00 AM or 4:00 PM through 7:00 PM Monday through Friday without prior approval from the City. Any work performed outside these hours without prior approval will result in the assessment of Liquidated Damages at the rate of \$500.00/hr. or portion of an hour. These damages are in addition to any other specified damages as per GDOT Specifications Section 108.08, Failure or Delay in Completing Work on Time, or otherwise stated elsewhere in the Contract Documents.

The existing bridge demolition and subsequent construction of the new bridge will be performed with complete closure of the roadway.

Payment will be made monthly based on approved invoices for quantities of approved work completed.

Bidders shall be prequalified with the Georgia Department of Transportation. All subcontractors are to be registered subcontractors or prequalified contractors.

The **Contractor** and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act." The Contractor must execute **and submit at the time of the bid** the "Contractor Affidavit and Agreement," **or bid will be determined non-responsive and will be disqualified.**

Failure to comply with any of the requirements and procedures of the City (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by records by City officials upon request; and/or failure to continue to meet any of the statutory or City obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the City to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements, and that upon notice of a material breach of these provisions, the **Contractor** (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the City shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

For all bids on contracts involving utility work as defined in O.C.G.A. 43-14-1 et.seq., the **Contractor and/or its subcontractor(s)** that will perform utility work must have a valid State of Georgia Utility Contractor License and comply

**PERFORMANCE
BOND
Page 2 of 3**

with all applicable provisions of Chapter 14 of Title 43 of O.C.G.A., and in accordance with drawings and specifications prepared by City of Marietta, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **Contractor** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the **City**.

Whenever **Contractor** shall be, and declared by **City** to be in default under the Contract, the **City** having performed **City's** obligation thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest bidder, or, if the **City** elects, upon determination by the **City** and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **City**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph shall mean the total amount payable by **City** to **Contractor** under the Contract and any amendments hereto, less the amount properly paid by **City** to **Contractor**.

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **City** of the work thereunder.

**PERFORMANCE
BOND
Page 3 of 3**

Signed and sealed this _____ day of _____, 202__ in the presence of:

Principal

Printed Name

Witness

Printed Name

Witness

Printed Name

By: _____ (Seal)

Surety

Printed Name

By: _____ (Seal)

Printed Name

Phone Number _____

110% LABOR AND MATERIAL PAYMENT BOND

Page 1 of 3

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto **CITY OF MARIETTA, GEORGIA**, as obligee, herein below defined, in the amount of _____ dollars (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administration, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 202_, entered into a Contract with City for:

Bid No.: RFB-26-53499
Project Name FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK

Project consists of the replacement of a bridge on Franklin Gateway over Rottenwood Creek.

The time allowed for completion of the project will be Two Hundred and Forty (240) calendar days.

The utilities relocation portion of the project will be performed under existing traffic conditions. For this portion of the work lane closures are not permitted between 6:00 AM and 9:00 AM or 4:00 PM through 7:00 PM Monday through Friday without prior approval from the City. Any work performed outside these hours without prior approval will result in the assessment of Liquidated Damages at the rate of \$500.00/hr. or portion of an hour. These damages are in addition to any other specified damages as per GDOT Specifications Section 108.08, Failure or Delay in Completing Work on Time, or otherwise stated elsewhere in the Contract Documents.

The existing bridge demolition and subsequent construction of the new bridge will be performed with complete closure of the roadway.

Payment will be made monthly based on approved invoices for quantities of approved work completed.

Contractors submitting bids shall be prequalified with the Georgia Department of Transportation. All subcontractors are to be registered subcontractors or prequalified contractors.

The **Contractor** and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act." The Contractor must execute **and submit at the time of the bid** the "Contractor Affidavit and Agreement," as well as the "Subcontractor Affidavit and Agreement" and "Immigration and Compliance Certification" located in the contract documents and executed by all their subcontractors **prior to beginning work** on the project **or bid will be determined non-responsive and will be disqualified.**

Failure to comply with any of the requirements and procedures of the City (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by records by City officials upon request; and/or failure to continue to meet any of the statutory or City obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the City to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements, and that upon notice of a material breach of these provisions, the **Contractor** (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the City shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

For all bids on contracts involving utility work as defined in O.C.G.A. 43-14-1 et.seq., the **Contractor and/or its subcontractor(s)** that will perform utility work must have a valid State of Georgia Utility Contractor License and comply with

LABOR AND MATERIAL PAYMENT BOND

Page 2 of 3

all applicable provisions of Chapter 14 of Title 43 of O.C.G.A., and in accordance with drawings and specifications prepared by City of Marietta, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contact with the principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the **City** that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The **City** shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - A. Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: the Principal, the **City**, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, **City**, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - B. After one year from the completion of the Contract and the acceptance by **City** of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - C. Other than in a state court of competent jurisdiction in and for the city or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond

LABOR AND MATERIAL PAYMENT BOND

Page 3 of 3

Signed and sealed this _____ day of _____, 202__

PRINCIPAL

By: _____
Signature

Printed Name (Seal)

WITNESS:

Signature

Printed Name

SURETY

By: _____
Georgia Representative Signature

Printed Name (Seal)

Phone Number _____

WITNESS:

Signature

Printed Name

This bond is issued simultaneously with Performance bond in favor of the City.

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 MARIETTA, 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

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ 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 _____, 202__

NOTARY PUBLIC

My Commission Expires:

Sub-Contractor Affidavit and Agreement

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 subcontractor) on behalf of THE CITY OF MARIETTA, 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 business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ 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 _____, 202__

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of THE CITY OF MARIETTA, 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-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 Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ 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 _____, 202__

NOTARY PUBLIC
My Commission Expires:

CERTIFICATION BY CONTRACTOR Regarding NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his/her control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he/she has obtained identical certifications from proposed subcontractors for specific time periods, he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Bidder** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor

Printed Contractor Name

Signature

Printed Name and Title of Signer

Date

FINAL AFFIDAVIT

TO CITY OF MARIETTA, GEORGIA

I, _____, hereby certify that all supplies of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____
_____ or any of his subcontractors in connection with the construction of _____
_____ at City of Marietta have been paid and satisfied in full
as of _____, 202__ , and that there are no outstanding obligations or
claims of any kind for the payment of which City of Marietta on the above-named project might be liable, or subject
to, in any lawful proceeding at law or in equity.

Signature

Printed Name

Title

Personally appeared before me this _____ day of _____, 202__ ,

_____, who under oath deposes and says that he is
_____ of the firm of _____ that he has read the
above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

Printed Name

My Commission Expires

SECTION 2 – General Conditions

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, GDOT Supplemental Specifications Book, 2016 Edition, and applicable Supplemental Specifications and Special Provisions. The Applicable GDOT specifications govern any conflicting requirements that may be found in the Agreement, Supplemental General Provisions, and General Conditions, Construction of Transportation Systems, **Current Edition** and the **current** Supplemental Specifications modifying them, except as noted below.

Modifications to Standards Specifications

SECTION 101

DEFINITION AND TERMS

Section 101.01 BOARD

Delete as written and substitute the following:

CITY COUNCIL OF THE CITY OF MARIETTA, GEORGIA

Section 101.02 CHIEF ENGINEER

Delete as written and substitute the following:

THE CITY OF MARIETTA DIRECTOR OF PUBLIC WORKS, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES.

Section 101.03 COMMISSIONER

Delete as written and substitute the following:

THE CITY MANAGER OF THE CITY OF MARIETTA

Section 101.04 CONTRACT

Delete the second paragraph and substitute the following:

"The Contract includes the Advertisement for Bid, Bid Proposal, Contract Forms and Contract Bonds, General Conditions, Specifications, Supplemental Specifications, Special Provisions, general and detailed Plans, and also any Change Orders or Supplemental Agreements that are required to complete the construction of the Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract."

Section 101.05 DEPARTMENT

Delete as written and substitute the following:

THE CITY OF MARIETTA DEPARTMENT OF PUBLIC WORKS

Section 101.06 ENGINEER

Delete as written and substitute the following:

THE CITY OF MARIETTA DIRECTOR OF PUBLIC WORKS, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES.

Section 101.07 STATE HIGHWAY ENGINEER

Delete as written and substitute the following:

THE CITY OF MARIETTA DIRECTOR OF PUBLIC WORKS, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES.

Section 101.08 SUPPLEMENTAL AGREEMENT

Retain as written and add the following:

“Any Supplemental Agreement or Change Order which may that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety.”

Section 101.09 TREASURER

Delete as written and substitute the following:

THE CITY OF MARIETTA FINANCE DIRECTOR

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 PREQUALIFICATION OF BIDDERS

Retain in its entirety and add the following:

"The **City** may make such investigations as it deems necessary to determine the ability of the **Bidder** to perform the work, and the **Bidder** shall furnish to the **City** all such information and data for this purpose as the **City** may request. The **City** reserves the right to reject any bid if the evidence submitted by, or investigation of, such **Bidder** fails to satisfy the **City** that such **Bidder** is properly qualified to carry out the obligations of the **Contract** and to complete the work contemplated therein. Conditional bids will not be accepted."

Section 102.02 CONTENTS OF PROPOSAL FORMS

Delete in its entirety and add the following:

“Upon request, the **City** will furnish the prospective **Bidder** with a Proposal Form. This form will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished and will have a Schedule of Items for which Unit Bid prices are invited. The Proposal Form will state the time in which The Work must be completed, the amount of the Proposal Guaranty, and the date of the opening of Proposals. The form will also include any Special Provisions or requirements which vary from or are not contained in the Standard Specifications or current Supplemental Specifications. All papers which are required to be submitted as part of the Proposal are identified in the Proposal Form, and those papers must not be altered except as directed by Addendum. The Plans, Specifications, and other documents designated in the Proposal Form will be considered as part of the Proposal whether attached or not.

The prospective **Bidder** will be required to pay the sum stated in the Notice to Contractors for each copy of the Proposal Form and each set of Plans.”

Section 102.03 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following:

“Each **Bidder** must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful **Bidder** of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible the

Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Bidders, before making proposals, shall examine the plans and specifications and make such examinations on the ground as are necessary to thoroughly familiarize themselves with the nature and extent of the proposed construction and all local conditions affecting the same, as the **City** will not be responsible for **Bidder's** errors or misjudgment, nor for any information on local conditions or general laws or regulations.

No interpretation of the meaning of the plans and specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be addressed through the solicitation's Q & A feature on the BidNetDirect.com platform and to be given consideration, must be received by **Thursday July, 2, 2026 at 5:00 P.M.** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications to all prospective **Bidders**, at the respective electronic email addresses furnished for such purposes, not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such **Bidder** from any obligation under his bid as submitted. Prospective **Bidders** shall acknowledge receipt of all addenda issued. All addenda so issued shall become part of the Contract Documents.

At the time of the opening of bids, each **Bidder** will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any **Bidder** to examine any form, instruments or documents shall in no way relieve any bidder from any obligation in respect to his bid."

Section 102.04

PREPARATION OF PROPOSAL

Delete and substitute the following:

"The Bidder shall submit its Proposal on the form furnished by the City. The blank spaces on the Proposal shall be filled in correctly for each Pay Item (except alternate items) and the Bidder shall write in ink the Unit Price or a Lump Sum Price as called for in the Proposal for each Pay Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern and the Bid will be recalculated.

In the case of Alternate items, Unit Prices shall be entered for only one alternate.

The Non-Collusion Certificate on the City's standard form included in the Proposal shall be executed.

The Georgia Security and Immigration Compliance Act Affidavits shall be completed as required.

If a proposal is made by an individual, his/her name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the proposal must show the name of the state under which the laws of the corporation are chartered and his or their authority for signing same; the names, titles, and address of their President, Secretary, and treasurer, and the corporate authority for doing business in Georgia. Proposals not properly signed may be disqualified and rejected."

Section 102.05

REJECTION OF PROPOSALS

Add the following subparagraphs:

- A. Failure to Submit Georgia Security and Immigration Compliance Act Affidavit
 - No proposal will be considered without submission of the completed Georgia Security and Immigration Compliance Act Affidavit for each Letting Call Order Number by no later than 12:00p.m. The day preceding the letting.
- B. “The **City** reserves the right to reject any and all bids, to waive formalities and to re-advertise. It is understood that all bids are made subject to this Agreement, that the **City** reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.
- C. The **City** also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to City of Marietta, Georgia.”

Section 102.06

PROPOSAL GUARANTY

Delete and substitute the following:

“No proposal will be considered unless it is accompanied by a certified check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid and made payable to the City Council of City of Marietta. Such Bid Bond shall be on the forms provided by the **City**.”

Each bid must be accompanied by a bid bond prepared on the form of bid bond attached hereto, duly executed by the **Bidder** as principal and having as surety thereon a surety company approved by the **City** and accepted by the U. S. Department of the Treasury and listed in Department Circular 570. The surety must be licensed to conduct business in the State of Georgia. The bid bond must be in the amount of 5% of the bid. No Proposal Guaranty will be considered to cover any Bid except the one to which it is attached.

Attorneys-in-fact who sign bid bonds must file a certified and effectively dated copy of their power of attorney.”

Section 102.07

DELIVERY OF PROPOSALS

Delete in its entirety and substitute the following:

“All bids must be on forms in conformity with the proposal form included herein and must be for labor and materials called for in the Specifications, shown on the plans and addenda issued prior to bidding. Bids must be submitted electronically using Bid Net Direct: www.bidnetdirect.com or Bids may be submitted manually in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

City of Marietta Purchasing Division Proposal for
Construction
Project Name
Date and Hour of Bid Opening Company
Name

All bidders must be on record with City of Marietta as having purchased specifications. All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

The entire proposal package as designated in the Proposal Form must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid.”

Add the following:

Section 102.08 **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Delete in its entirety and substitute the following:

“All Bidders and their subcontractors are required to be in compliance with the “Georgia Security and Immigration Compliance Act. The Contractor must execute and submit at the time of the bid the ‘Contractor Affidavit and Agreement’, or bid will be determined non-responsive and will be disqualified.”

SECTION 103 **AWARD AND EXECUTION OF CONTRACT**

Section 103.01 **CONSIDERATION OF PROPOSALS**

Delete the third sentence in its entirety and substitute the following:

“In determining Unit Bid Prices, fractional parts of a cent less than one cent (\$0.01) will not be considered significant and will be dropped.”

Section 103.02 **AWARD OF CONTRACT**

Delete in its entirety and substitute the following:

“The Contract will be awarded, if it is awarded at all, to the lowest responsible Bidder whose Proposal shall have met all the prescribed requirements. The City will determine that **Bidder** is responsible, and, in so doing, the following elements will be considered: whether the **Bidder** involved (a) maintains permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience. The Contract will be awarded on the base bid only. The City reserves the right to exercise exclusive discretion as to the reliability of any bidder.

The **Award of Contracts** involving work financed entirely or in part by Federal funds is conditioned upon the concurrence of the Federal Agency involved. **No bids will be negotiated or adjusted.**

When notified by and of the Department’s recommendation for award of this Contract, the **Contractor** shall immediately secure Performance and Payment Bonds as per the Contract, properly execute four (4) original Contract Documents and submit them to the **City**, with proof of insurance in accordance with the Special Provision in the Proposal, within ten (10) calendar days of notification.

The City shall have the right to hold bids after bid opening for a period of ninety (90) days.”

Section 103.03 **RETURN OF PROPOSAL GUARANTY**

Delete in its entirety and substitute the following:

“All Proposal Guaranties (Bid Bonds) will be returned upon request to all except the three lowest **Bidders** within three days after the opening of the bids, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the **Bidder** at any time thereafter, so long as he has not been notified of the acceptance of this bid.

The **City** reserves the right to return all Proposal Guaranties by registered or certified mail and its responsibility pertaining to them will end when they are mailed.”

Section 103.04 **REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS**

Delete in its entirety and substitute the following:

“Simultaneously with the delivery of the executed Contract, the **Contractor** shall furnish a surety bond or bonds, in a sum equal to 110% of the full amount of the Contract, as security for faithful performance of his Contract and for the payment of all persons performing labor on the project under this Contract, and furnishing material in connection with this Contract.

The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the **City** and be countersigned by the State of Georgia's representative/agent. The surety issuing the bonds must be accepted by the U. S. Department of the Treasury and listed in Department Circular 570 and approved by the **City**.

Attorneys-in-fact who sign performance and payment bonds must file a certified and effectively dated copy of their power of attorney."

Section 103.05

EXECUTION AND APPROVAL OF CONTRACT

Add the following:

"Execution of the Contract by **Contractor** shall not be considered complete unless **Contractor** submits proper proof of coverage of Insurance in compliance with the following requirements:

- A. **Contractor's Liability Insurance:** **Contractor** shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance or non-performance of the work and **Contractor's** other obligations under the Contract Documents, or approved plan of self-insurance.
- (1) Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
 - (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of **Contractor's** employees;
 - (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than **Contractor's** employees;
 - (4) Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by **Contractor**, or (b) by any other person for any other reason;
 - (5) Claims for damages, other than to work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,
 - (6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to **Owner** and Engineer. All such insurance shall remain in effect until final payment and at all times thereafter when **Contractor** may be correcting, removing, or replacing defective work. In addition, **Contractor** shall maintain such completed operations insurance for at least one year after final payment and furnish **City** with evidence of continuation of such insurance at final payment.

- B. **City** shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If **Contractor** wishes property insurance coverage within the limits of such amounts **Contractor** may purchase and maintain it at his own expense.

If **City** has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by **Contractor** in accordance with paragraphs a, b, c, and d, **City** will notify **Contractor** thereof within ten (10) days of the date of the delivery of such certificates to **City**. **Contractor** will provide to the **City** such additional information in respect of insurance provided by him as **City** may reasonably request. The right of the **City** to review and comment on Certificates of Insurance is not intended to relieve the **Contractor** of his responsibility to provide insurance coverage as specified nor to relieve the **Contractor** of his liability for any claims which might arise.

- C. The limits of liability for the insurance required by Paragraph A of these supplemental General Conditions shall provide coverage for not less than the following amounts or greater where required by law.

For Claims under Paragraphs A.1 and A.2, Worker's Compensation

State	Statutory
Applicable Federal (e.g.) Longshoremen's	Statutory
Employer's Liability	Statutory

For Claims under A.2 through A.5,

Bodily Injury:	\$1,000,000 Each Person
	\$1,000,000 Each Occurrence
	\$1,000,000 Annual Aggregate Products and Complete

Property Damage:	\$1,000,000 Each Person
	\$1,000,000 Each Occurrence

Property Damage Liability Insurance will provide explosion, collapse, and underground coverages where applicable.

Personal injury with employment exclusion deleted.

\$1,000,000 Annual Aggregate

For Claims under A.6, Comprehensive Automobile Liability:

Bodily Injury:	\$1,000,000 Each Person
	\$1,000,000 Each Accident

Property Damage:	\$1,000,000 Each Occurrence
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The Contractual Liability required by Paragraph B of these Special Provisions shall provide coverage for not less than the following amounts:

Contractual Liability Insurance:

Bodily Injury:	\$1,000,000 Each Occurrence
Property Damage:	\$1,000,000 Each Occurrence
	\$1,000,000 Annual Aggregate

- D. Scope of Insurance and Special Hazards

The amounts of insurance in subparagraph "D" above are minimum amounts of insurance to be carried. The **Contractor** shall carry such additional insurance as may be required to provide adequate protection of the **Contractor** and his subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations may be by the insured or by anyone directly or indirectly employed by him and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Section 103.06

FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

"Failure or refusal to execute and deliver the Contract, Contract Performance and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten (10) days after notification of award of the contract shall be just cause for the annulment of the award and for the forfeiture of the Proposal Guaranty to City of Marietta, not as a penalty, but as liquidation of damages sustained for such failure or refusal. At the discretion of the **City**, the award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised or constructed by **City** forces.

If the **City** re-advertises the project, the **City** may, at its discretion, not allow the Bidder who refused or failed to execute a contract, or who requests to withdraw any bid, may not perform work on that contract or project as a contractor, subcontractor or in any other capacity for any function of construction. The Contract and Contract bonds shall be executed in four (4) original counterparts."

SECTION 104

CONTROL OF WORK

Section 104.01

AUTHORITY OF THE ENGINEER

Retain in its entirety and add the following paragraphs:

"Neither Engineer's authority to act under this Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to **Contractor**, and subcontractor, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the work.

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," or terms of like effect or import are used, or the adjective "reasonable," "suitable," "acceptable," "proper," or "unsatisfactory," or adjectives of the like effort or import are used to describe requirement, direction, review, or judgment of Engineer as to the work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct performance of the work.

Engineer will not be responsible for **Contractor's** means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for **Contractor's** failure to perform the work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of **Contractor** or of any subcontractors, or of the agents or employees of any **Contractor** or subcontractor, or of any other persons at the site or otherwise performing any of the work. At no time shall any direction of the Engineer to the **Contractor** incur any additional liability for the **City**, it being expressly understood that any additional expense incurred by the **Contractor** as a result of work performed at the direction of the Engineer must be approved in writing by Change Order or Supplemental Agreement before the **Contractor** shall be entitled to any additional compensation.

Any notice to any **Contractor** from the **City** relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said **Contractor** at his last given address, or delivered in person to the said **Contractor** or his authorized representative on the work."

Section 104.02**PLANS AND WORKING DRAWINGS**

Retain in its entirety and add the following paragraphs:

“If, in the process of the Contract, discrepancies arise, the **Contractor** will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the **Contractor** will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof.

The **Contractor** shall submit promptly to the Engineer six (6) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the **Contractor** shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two (2) corrected copies. If requested by the Engineer, the **Contractor** must furnish additional copies.

Regardless of corrections made in or approval given to such drawings by the Engineer, the **Contractor** shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications at the time he furnishes such drawings.”

Section 104.03**CONFORMITY WITH PLANS AND SPECIFICATIONS**

Retain in its entirety and add the following paragraph:

“Unless otherwise directed, all work performed shall be in accordance with: The Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, **Current Edition**; Marietta Power and Water System Water Specifications and Sewer Specifications, current edition, and Updates thereof modifying them, these documents shall become in whole a part of the Contract Documents.”

Section 104.04**INSPECTION OF WORK**

Retain in its entirety and add the following paragraphs:

“All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the **City** and/or Engineer. The **City** or Engineer will pay for all laboratory inspection service. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

The authorized representatives and agents of the **City** shall be permitted to observe all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records.

All work shall be performed utilizing the compaction requirements as outlined in the Department of Transportation, State of Georgia, Standard Specifications, whether required to be performed for roadway or utility purposes. All compaction requirements will be the responsibility of the **Contractor**, regardless of the party actually performing the work. The **Contractor** shall immediately notify the **City** if deficient compaction is observed by parties not under his/her control.”

Section 104.05**MAINTENANCE DURING CONSTRUCTION**

Retain in its entirety, but insert the following after the first paragraph:

“At all times, the **Contractor** shall perform work as may be required to protect the entire site from damage, both existing conditions and performed work. Furthermore, the **Contractor** shall be responsible for all damages to all persons and property due to the non-maintenance of the project site.”

SECTION 105

CONTROL OF MATERIALS

Section 105.01

SOURCE OF SUPPLY AND QUANTITY OF MATERIALS

Retain in its entirety and add the following paragraphs:

“No materials or supplies for the work shall be purchased by the **Contractor** or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The **Contractor** warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Engineer. The **Contractor** shall furnish all materials necessary except as otherwise noted or specified.”

Section 105.02

SAMPLES, TESTS, CITED SPECIFICATIONS

Delete the first paragraph and substitute the following:

“Materials furnished for all construction shall be subject to test at all times by the Engineer and any samples or specimens selected for test shall be furnished at no cost. All tests shall be made by a recognized testing laboratory acceptable to the Engineer. When applicable, every effort shall be made to incorporate materials currently included in the Georgia Department of Transportation approved materials source.

Sampling and testing will be in accordance with the Georgia Department of Transportation “Sampling, Testing, and Inspection Manual.”

The costs of any initial tests shall be borne by the **City**. Retesting due to failure of the initial test shall be billed to the **Contractor** by the Engineer to include a ten percent (10%) administrative fee.”

Add the following paragraph:

“Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturer’s or vendor’s names, catalog number, etc., it is intended merely to establish a standard; and any material, article, or equipment of the other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the **Contractor** without the Engineer’s written approval.”

SEE APPENDIX**Section 106.01****LAWS TO BE OBSERVED**

Retain in its entirety and add the following paragraphs:

“All applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project, shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

The Contractor shall file a Notice of Commencement for this project with the Clerk of the Superior Court in accordance with O.C.G.A. §36-82-104. This notice shall be filed no later than 15 calendar days after the Notice to Proceed is issued to the Contractor, and a copy shall be provided to the City. A form for this notice is included on the following pages.”

**STATE OF GEORGIA
CITY OF MARIETTA**

FRANKLIN GATEWAY BRIDGE REPLACEMENT OVER ROTTENWOOD CREEK:

RFB-26-53499:

Date: _____

**NOTICE OF COMMENCEMENT
PUBLIC WORK PROJECT PAGE 1**

_____ hereby provides not later than 15 days after the physical commencement of work on the above-referenced project the following information pursuant to the provisions of O.C.G.A. §36-82-104:

1. CONTRACTOR

a. Name: _____

b. Address: _____

c. Telephone Number: _____

2. PROJECT INFORMATION:

a. Name: _____

b. Project Number: _____

c. Project Location: _____

d. Description: _____

**NOTICE OF COMMENCEMENT
PUBLIC WORK PROJECT PAGE 2**

3. STATE, COUNTY, OR MUNICIPALITY RESPONSIBLE FOR THE PUBLIC WORK PROJECT:

- a. Owner: City of Marietta
- b. Address: 205 Lawrence Street
Marietta, Georgia 30060
- c. Department: City of Marietta Department of Public Works
- d. Address: 205 Lawrence Street
Marietta, Georgia 30060
- e. Telephone Number: (770) 794-5651
- f. Departmental Contact: Mark Rice
Director Public Works

4. BOND OR SECURITY INFORMATION:

- a. Performance Bond Surety:

- b. Performance Bond Surety Address:

- c. Payment Bond Surety:

- d. Payment Bond Surety Address:

**NOTICE OF COMMENCEMENT
PUBLIC WORK PROJECT PAGE 3**

e. Security Deposit Holder (if applicable):

f. Security Deposit Holder Address (if applicable):

5. PROJECT MANAGER:

a. Consultant: _____

b. Address: _____

c. Telephone Number: _____

Section 107.02

PERMITS AND LICENSES

Retain in its entirety and add the following paragraphs:

“**Contractors** who have an office or place of business within City of Marietta shall provide the **City**, on the proper form, proof of being licensed to do business within City of Marietta. **Contractors** who do not have an office or place of business within City of Marietta do not have to obtain a City of Marietta business license, but must provide proof of being licensed to do business within the State of Georgia. Proof of proper business licenses shall also be provided by the prime **Contractor** for any and all subcontractors coming under the jurisdiction of this contract (see Subcontractors’ Notification List). Any out-of-state **Contractor** shall secure the proper permits and licenses required by the Georgia D.O.T. to perform work within Georgia.

Before any work proceeds along areas adjacent to a State Highway, the **Contractor** shall assure that a permit showing that the project is approved by the Georgia Department of Transportation is posted. The **Contractor** shall notify both the Engineer and the local Georgia Department of Transportation’s representative 48 hours before moving into a new area to begin construction.

The **Contractor** assumes and is liable specifically for all State and Federal so-called payroll or social security taxes and for all State and Federal sales and use taxes which may be in force at the time of the awarding of the Contract and guarantees to hold the **City** harmless in every respect against same.

Before any excess material is transported off site and deposited at any location, the **Contractor** shall check and confirm that any and all required State, Federal, and local permits have been obtained. This will require a submittal through the City of Marietta Department of Public Works. The **Contractor** shall provide verification to the Engineer of proper approvals and compliance with this Section. If the **Contractor** is found to be in violation of this Section by the **City** or other approving authority, the **Contractor** shall be liable and responsible for any and all costs associated with remedies for the **Contractor** to regain compliance with this Section. Written agreements with the property owners shall be provided indicated that permission has been granted to the **Contractor** to use the property as intended.”

Section 107.13

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Delete the 4th and 5th paragraphs of subparagraph A and substitute the following:

“The **Contractor** shall allow the City of Marietta access to the construction site at all times in a manner so as not to interfere with the prosecution of the work under this contract. The **Contractor** is further required to notify the Engineer of any historical, archaeological and/or other items of value and to place these items under the custody of the Engineer. In the event that the **Contractor** uncovers any item that is described above, the **Contractor** shall not excavate these items but shall notify the Engineer of these finds. The Engineer will then immediately notify the City of Marietta who will then have total and free access to this find for 48 hours. The City of Marietta will make every effort so as not to disrupt or interfere with the prosecution of the work under this Contract. In the event delays are unavoidable to the work under the Contract, the **Contractor** shall have the right to request for a time extension only for the delay caused by the City after the initial 48-hour period.”

Retain subparagraph C. and add the following paragraph:

“All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.”

Section 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Retain in its entirety and add the following paragraph:

“**Contractor** shall indemnify and hold harmless **City** and Engineer and their agents, employees, successors, and assigns from and against all loss, costs, damage, claims, suits, and judgments, including attorneys’ fees, arising out of or resulting from the performance or non-performance of the work. **Contractor’s** duty to indemnify applies in connection with, but is not limited to, injury to or death of any person or persons, loss of or damage to property caused by or in any way connected with **Contractor’s** performance or non-performance of the work, whether such injury, death, loss, or damage results from any cause whatsoever. The **Contractor’s** duty to indemnify shall extend to all claims, damage, loss, or expense caused in whole or in part by any act or omission of the **Contractor**, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The **Contractor’s** duty to indemnify in connection with the performance or non-performance of its work as outlined and defined in this clause shall also extend to property owners on whose respective properties the **Contractor** undertakes construction as specified in the contract documents. The **Contractor’s** duty to indemnify any such property owner shall terminate at such time as the **Contractor** completes construction on or adjacent to the property owner’s respective property involved in the subject property. The duty of the **Contractor** to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder.”

Section 107.17 CONTRACTOR’S RESPONSIBILITY FOR THE WORK

Retain in its entirety and insert the following new second paragraph:

“In case of an emergency which threatens loss or injury of property and/or safety of life, the **Contractor** will be allowed to act, without previous instruction from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the **Contractor** due to such extra work shall be promptly submitted to the Engineer for approval.

Where the **Contractor** has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.”

Section 107.18 FURNISHING OF RIGHT OF WAY

Delete in its entirety and substitute the following:

“The **City** shall furnish all land and right-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way as herein contemplated may not be completely secured before construction begins, in which event the **Contractor** shall begin his work upon such land and rights-of-way as the **City** may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the **City** be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the **Contractor** shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the Contract except by consent of the **City**, but time for completion of the work will be extended to such time as the **City** determines will compensate for the time lost by such delay, such determination to be set forth in writing.”

Section 107.20**NO WAIVER OF LEGAL RIGHTS AND 12-MONTH GUARANTEE**

Retain in its entirety and add the following:

“The **Contractor** shall guarantee the work accomplished under this Contract for a period of twelve (12) months from the date of final acceptance. The **Contractor** shall remedy, at his own expense, and without additional cost to the **City**, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the twelve (12) months.

All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the **City**, at the **Contractor**’ expense.

This guarantee does not apply to manufacturing defects of equipment furnished by the **City**.

The Performance Bond shall remain in full force and effect through the guarantee period.

Section 107.21**CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE**

Add the following sentence to Paragraph A:

“The **Contractor** is responsible for the location of above and below ground utilities and structures which may be affected by the Work.”

Add the following:

“1. The following provisions shall apply for existing underground utilities and structures:

1. The owner and/or operators of private or public utilities shall have access to such utilities at all times for the installation, maintenance, adjustment, repair, and operation of said utilities. No extra compensation will be allowed because of the delay or interference caused by such work.
2. The plans show the approximate location of certain underground utilities, gas mains, water lines, drains, telephone cables, and structures according to information presented and available in the records. The determination of the exact location and other data on all existing facilities, their proper protection, maintenance and support during the prosecution of the work, is the express responsibility of the **Contractor**.
3. Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the **Contractor** shall promptly notify the Engineer for resolution of the conflict.
4. Temporary support, beams or bridging for utilities shall be left in place during backfill operations unless otherwise directed by the Engineer.
5. All costs in connection with supporting, protecting, relocating, removal, repair of damage, restoration of other ground structures, whether or not they are shown on the plans, not borne by the owner or owners of the utilities shall be borne by the **Contractor**.
No separate payment will be made for any work performed as herein above specified unless otherwise stated in the proposal as a separate payment item. All costs in connection therewith shall be included in the contract price for the item to which the work pertains.
6. The **Contractor** shall be solely and directly responsible to the owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims or any character brought on account of any damages which may result from the carrying out of the work.
7. The utilities shown on the plans are for the **Contractor**’s benefit and are to be considered as approximate in location and are not all inclusive or exact. It is the **Contractor**’s responsibility to contact all utilities and have them locate their lines in the field. Utilities shall be contacted a minimum of two (2) working days prior to commencing of construction.

J. In the event of conflicts between utilities and the Work, the following will apply:

1. It will be the **Contractor's** responsibility to conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the Project.
2. The **Contractor** will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work.
3. It shall be the responsibility of the **Contractor** to coordinate his work with any work to be performed by others in any right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay.
4. Information concerning utility facilities known to exist within the Project limits is shown on the contract drawings.

Add the following:

" Prior to any person/entity performing any exercising procedure or operation on any portion of Marietta Power and Water's water distribution system (including valves, hydrants, and other appurtenances), approval from the appropriate Project Inspector or Project Engineer of the Marietta Power and Water System must be obtained. In requesting approval, the person/entity must provide Contractor identification, date of exercising or operation, anticipated duration of outage, geographical limits of outage, identification of system part to be exercised or operated, and any other information requested by the Marietta Power and Water. If there is an emergency and prior approval cannot be obtained, notification of any system exercising or operation shall be reported to the appropriate Project Inspector or Engineer and/or the Marietta Power and Water Dispatch/Emergency Office within 24 hours after the exercising or operation of any system part and the same information regarding the Contractor, outage, and system part identification shall be provided. Upon conclusion of the work and after service has been fully restored, the person/entity shall notify his/her initial contact, i.e., either the Project Inspector or Engineer of the Marietta Power and Water Dispatch/Emergency Office and confirm that all affected system parts have been fully and correctly repositioned. Unauthorized or negligent exercising, operation and/or repositioning of the Marietta Power and Water, water distribution system valves, hydrants, or other appurtenances are expressly prohibited and may subject person/entity to civil and/or criminal penalties.

Section 107.23**ENVIRONMENTAL CONSIDERATIONS:**

Delete and substitute the following:

A. ROADWAY CONSTRUCTION:

Erosion control measures shall be installed, to greatest practical extent, prior to clearing and grubbing. Particular care shall be exercised along stream banks, wetlands and other environmentally sensitive areas to ensure that these areas are not adversely affected.

Construction equipment shall not cross streams, rivers, or other waterways except at temporary stream crossing structures approved by the **Engineer**.

Construction activities within wetland areas are prohibited except for those within the construction limits as shown on the Plans.

All sediment control devices (except sediment basins) installed on a project shall, as a minimum, be cleaned of sediment when one-half the capacity, by height, depth, or volume has been reached. Sediment basins shall be cleaned of sediment when one-third the capacity by volume has been reached.

D. CONTROL OF POLLUTANTS:

Pollutants or potentially hazardous materials, such as fuels, lubricants, lead paint, chemicals or batteries, shall be transported, stored and utilized in a manner to prevent leakage or spillage into the environment. The **Contractor** shall also be responsible for proper and legal disposal of all such materials.

Equipment, especially concrete or asphalt trucks, shall not be washed or cleaned out on the Project except in areas where unused product contaminants can be prevented from entering waterways.

SECTION 108**PROSECUTION AND PROGRESS****Section 108.03****PROSECUTION AND PROGRESS**

Retain as written and add the following:

“Any work necessary to be performed by the **Contractor** to complete the project on time after regular working hours, on Saturdays, Sundays or Legal Holidays, shall be performed without additional expense to the **City**.”

Section 108.04**LIMITATION OF OPERATIONS****(New Stipulation 08.26.10)**

Retain as written and add the following:

Lane closures are not permitted between 6:00 A.M. and 9:00 A.M. or 4:00 P.M. and 7:00 P.M. Monday through Friday without prior approval from the City.

Any lane closures active outside these hours without prior approval will result in the assessment of Liquidated Damages at the rate of \$500.00/hr. or portion of an hour.

These damages are in addition to any other specified damages as per Section 108.08, Failure or Delay in Completing Work on Time, or otherwise stated elsewhere in the Contract Documents.

Section 108.06 TEMPORARY SUSPENSION OF WORK

Retain as written and add the following paragraphs:

“In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the **Contractor** will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the **Contractor** or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the **Contractor**.

Should the **City** be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the **City**, the **Contractor** shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the **City** may determine will compensate for time lost by such delay with such determination to be set forth in writing.”

Section 108.08 FAILURE OR DELAY IN COMPLETING WORK ON TIME

Delete and substitute the following:

“Time is an essential element of the contract, and any delay in the prosecution of the Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in the completion of the Work will always increase the cost of engineering. For this reason, it is important that the Work be pressed vigorously to completion or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the contractor at the rate of \$250 per calendar day for contracts below \$100,000, \$500 per calendar day for contracts above \$100,000.

For each calendar day that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the contract, the sum specified in the contract will be deducted from any money due the contractor, not as penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of Subsection 108.07.

For this contract, all work in the contract must be completed, including pavement markings and utility adjustments, within the contract time allowed to avoid the liquidated damages.”

SECTION 109 MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

A. GENERAL:

Delete subsection in its entirety and substitute the following:

“At approximately the end of each calendar month, the total quantities of items complete in place will be estimated by the **Contractor** and verified and approved for payment by the **Engineer**. Such estimate is approximate only and may not necessarily be based on detailed measurements.

The **Contractor** shall submit an Application for Payment using AIA Documents G702 and G703 on the 25th day of each month. The **Contractor** shall provide with the payment application a line item breakdown of all previous quantities and costs, plus the quantities and costs being applied for.

The **City** will make payment to the **Contractor** within a reasonable period of time after receipt of the payment application; but may withhold payment if the **City** determines there is unsatisfactory job progress, defective work, disputed work, actual or potential third-party claims, failure to make timely payments for labor or materials, damage to other entities connected with the project, or reasonable evidence that the contract cannot be completed for the balance of the contract price. Payments that are not unreasonably delayed will bear no interest penalties. The terms of this paragraph and the entire Contract Documents are intended to supersede all provisions of the Prompt Pay Act, O.C.G.A. 13- 11-1 through 13-11-11.

As long as the gross value of completed work is less than 50% of the total Contract amount, or the **Contractor** is not maintaining his construction schedule to the satisfaction of the **Engineer**, the **City** shall retain 10% of the gross value of the completed work as indicated by the current estimate certified by the **Engineer** for payment.

After the gross value of completed work becomes equal to or exceeds 50% of the total Contract amount, the **Contractor** may request that the retainage be reduced to 5%. This reduction will not be considered if the **Contractor** is not maintaining the construction schedule or progressing with the work to the satisfaction of the **Engineer**. This reduction will also not be considered if the **Contractor** fails to show satisfactory progress on the water system as-built drawings on a monthly basis if required or as directed by the **Engineer**. If the **Contractor** subsequently falls behind schedule or fails to progress with the work to the satisfaction of the **Engineer**, the retainage may again be increased to 10%. When time charges have ceased as defined in 108.07F, and pending final acceptance and final payment, the amount retained may be reduced further at the discretion of the **Engineer**.

H. INSERT THE FOLLOWING IN EACH SUBCONTRACT:

Delete subsection in its entirety and substitute the following:

“The inclusion of any provisions in the Contract between the City and the prime contractor shall not create, or be deemed to create, any relationship, contractual or otherwise, between the City and any subcontractor.”

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following:

“Upon completion by the Contractor of The Work, including the receipt of any final written submission of the Contractor and the approval thereof by the Department, the City will pay the Contractor a sum equal to 100 percent (100%) of the compensation for quantities of work as approved by the engineer and as per the Bid Schedule included in this agreement, less the total of all previous partial payments, paid or in the process of payment.

The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the City for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the City from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

No payment shall be made until the Contractor furnishes to the City a sworn affidavit to the effect that all bills are paid, and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. Final payment will be made within sixty (60) days after approval by the Engineer.

No payment shall be made until as-built documents have been digitally provided to the City of Marietta and accepted by the City.

The Contractor will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole, and the Engineer has notified the Contractor in writing that the work has been finished to his satisfaction. The retained percentage will not be due or payable to the Contractor until the 60-day maintenance period has ended.”

Special Provision 150 – Traffic Control

Section 150.1.04 Submittals/Preconstruction

A. Worksite Traffic Control Supervisor

Retain as written and add the following:

“The use of the Traffic Control Inspection Report, (TC-1) is optional and is at the discretion of the Engineer”

B. Sequence of Operations

Replace Sentence 5 & 6 of the First Paragraph as follows:

The Contractor must submit Traffic Control Requests through the City of Marietta Website at least 72 hours in advance of the date of the closures. Weekend work must be requested by noon on the preceding Tuesday.

Add the following:

No resident or business shall be denied vehicular access to their property for any length of time other than that which is absolutely necessary, and as determined by the Engineer. The resident or business must be notified in advance if closure is allowed.

Section 150.3.01.B Maintenance of Traffic Control Devices

Retain as written and add the following:

Detours outside of Right-of-Way: Planned detours are provided for a portion of the Project. Where traffic is permitted through the Work as staged, the Contractor may choose to construct, at his own expense, temporary bypasses or detours in order to expedite The Work. Plans for such temporary bypasses or detours must be approved by The Engineer prior to construction. Such bypasses or detours shall be removed promptly when they are, in the opinion of the Engineer, no longer necessary for the satisfactory progress of The Work.

Section 150.3.01.C Traffic Interruption Requests

Retain as written and add the following:

“The utilities relocation portion of the project will be performed under existing traffic conditions. For this portion of the work lane closures are not permitted between 6AM and 9AM or 4PM through 7PM Monday through Friday without prior approval from the City.

Any work performed outside these hours without prior approval will result in the assessment of Liquidated Damages at the rate of \$500.00/hr. or portion of an hour.

These damages are in addition to any other specified damages as per GDOT Specifications Section 108.08, Failure or Delay in Completing Work on Time, or otherwise stated elsewhere in the Contract Documents.

The existing bridge demolition and subsequent construction of the new bridge will be performed with complete closure of the roadway.

Traffic Control requests must be submitted through the City of Marietta website at this address:
<http://www.mariettaga.gov/1133/Road-Closure-Request>

The **Contractor** will, pursuant to the “INSURANCE REQUIREMENTS” of this contract, provide full liability and workers compensation coverage for persons performing this function and agrees that such persons are included and incorporated into the basic agreement between the parties wherein the **Contractor** assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the **Contractor’s** agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the execution of work hereunder.

In the prosecution of the Work, if it becomes necessary to remove any existing signs, markers, guardrail, etc. not covered by a specific pay item, they shall be removed, stored, and reinstalled, when directed by the **Engineer**, to line and grade, and in the same condition as when removed.”

150.5 PAYMENT:

Retain as written and add the following:

“There will be no separate measurement and payment for the Work described herein, and all costs, direct or indirect, of complying with the requirements of this Special Provision shall be included in the overall bid submitted as shown in Section 150, Traffic Control.”

Section 150.5.01 Enforcement and Adjustments

Retain as written and add the following:

The Schedule of Deductions for each Calendar Day of Deficiencies of Traffic Control Installation and/or Maintenance table of values shall be superseded by the amount established in Section 108.04 of this Contract.

“If compliance with the objectives stated herein or contained in the **Contractor’s** approved alternate Sequence of Operations, is not achieved, the **Engineer** may close all operations being performed except Traffic Control and Erosion Control. The **Engineer** may also withhold payments due until all the requirements herein have been met.”

Additional Requirements

- Detours must be done at night for any road closures needed. These detours must be approved one week in advance and will require advance message boards. The costs associated with the detours must be included in the lump sum traffic control.
- The Contractor is responsible for ordering ADA pavers. The Contractor must provide approval of a physical sample of the brick product before ordering.
- The project is funded through the City’s SPLOST program and does not have any federal or state funding.
- Any plates required during construction must have the ramped plate locks which provide a smoother transition for vehicles and keep plates from shifting.

Marietta Water Specifications

All water utility work must conform with Marietta Water Standards Section 200 and 400.

The specifications can be found at the following location.

<https://www.mariettaga.gov/DocumentCenter/View/911/Complete-Documnet-PDF>

SECTION 3 SAMPLE Contract Documents

INDEPENDENT CONTRACT AGREEMENT

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Made this _____ day of _____ in the year of Two Thousand Twenty-Six

BETWEEN the Owner:

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060 and

the Contractor: _____

The Project is: FRANKLIN GATEWAY BRIDGE REPLACEMENT, Bid Number **RFB 26-XXXXX**

The Owner and Contractor agree as set forth below.

ARTICLE 1: ACCEPTANCE OF CONTRACT

- 1.0 The terms and conditions of this contract supersede those of Contractor's quotation and are not to be superseded by any contrary or additional terms and conditions stated in Contractor's quotation or acknowledgment or other document unless specifically agreed to in writing to this agreement by the City of Marietta.

ARTICLE 2: SCOPE OF WORK

Contractor agrees to furnish all labor, tools, materials, and equipment for the construction of the Franklin Gateway Bridge Replacement, bid number RFB 26-XXXXX with attached General Conditions which are made a part hereof.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 The Contractor agrees to commence the work within ten (10) days from the date of the Notice to Proceed.
- 3.2 The Contractor further agrees to complete all work not later than Two Hundred and Forty (240) calendar days from the date of commencement of work.
- 3.3 The contract time may be extended because of delay, changes, additions, deletions or other reasons called for and allowed by the Owner. Time extension requests shall be provided by the Contractor to the Owner in writing within 10 days of the event causing the extension request.
- 3.4 Liquidated Damages shall be assessed by the Owner to the Contractor per Section 108 of the GDOT Standard Specifications Construction of Transportation Systems.

ARTICLE 4: CONTRACT SUM

- 4.1 The total contract sum is \$ _____
The owner shall pay the Contractor for the quantities of work as approved by the engineer and as per the Bid Schedule included in this agreement, in current funds for the Contractor's performance of

INDEPENDENT CONTRACT AGREEMENT

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the Contract, subject to additions or deletions as may be mutually agreed by written Change Order per Article 6 of this agreement.

- 4.2 The Contract amount may be adjusted as accepted by the Owner and by issuance of Change Order to the Contract Documents per Article 6 of this agreement.

ARTICLE 5: PAYMENTS

- 5.1 Progress payments will be made for completed work using the Bid Schedule included in this agreement. A 5% retainage applies to this project to be release upon final completion and acceptance from the Owner.
- 5.2 Payment applications shall be submitted using Application and Certificate for Payment AIA forms G702 and G703.
- 5.3 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
- 5.4 The Owner shall pay the Contractor for performance of the work thirty (30) days after receipt and approval of the payment application.

ARTICLE 6: CHANGES

- 6.1 The Contractor shall not be entitled to receive any extra compensation for changes to the work, regardless of whether the same was ordered by the Owner or any of its representatives, unless approval for such changes to the work are given in writing and signed by an authorized representative of the owner.
- 6.2 Changes requested by the owner shall be submitted to the Contractor in writing, no extra work shall be performed prior to the receipt of an approved Change Order. Changes proposed by the Contractor shall be submitted in writing to the Owner within 10 days of identifying the need for such changes. The owner shall have 10 days to approve or disapprove of the Change Order Request

ARTICLE 7: ASSIGNMENT

- 7.1 The Contractor shall not assign this contract or sublet any portion of the work unless prior written approval is obtained from the Owner.

ARTICLE 8: GUARANTEE

- 8.1 The Contractor agrees to guarantee his work for materials and workmanship against defects for a period of one (1) year from substantial completion of the work. Landscaping plantings shall be guaranteed for a period of two (2) planting seasons.

ARTICLE 9: MATERIALMAN LIENS

- 9.1 In the event the Contractor fails or neglects to pay for any obligation incurred under this Agreement and a demand or request is made to the Owner for payment, the Owner shall have

INDEPENDENT CONTRACT AGREEMENT

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the right to make such payments and deduct the sum from the amount that may be due to the Contractor. The Contractor shall indemnify and hold harmless the Owner from all liens.

ARTICLE 10: FORCE MAJEURE

- 10.1 In the event that the Contractor is delayed at any time in the progress of the work due to labor disputes, fire, abnormal weather conditions not reasonably anticipated, unavoidable casualties or causes beyond Contractor's control, then the completion time shall be extended by Time Extension Request for such reasonable time as the Owner may determine per Article 3.3 of this agreement.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers, showing that it carries insurance with the City of Marietta listed as an additional insured in the following minimum limits:

Workers' Compensation Insurance: Statutory

Comprehensive General Liability Insurance:

Bodily Injury - \$1,000,000 per person

\$1,000,000 per occurrence

Property Damage - \$1,000,000 per person

\$1,000,000 annual aggregate

Automobile Liability Insurance: \$500,000 combined single limit

- 11.4 The Contractor agrees to furnish Performance Bond, in an amount of one hundred percent (100%) of the full amount of the Contract amount and Labor and Material Payment Bond, in an amount equal to one hundred ten percent (110%) of the full amount of the Contract, as provided by law.

ARTICLE 12: INDEMNIFICATION

- 12.1 The Contractor agrees to indemnify and save harmless the Owner, its agents, assigns, employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by Contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 The Contractor agrees that on the selection of any subcontractor by him or the use of workmen or employees that he will not in any way discriminate against any person, company or corporation due to race, nationality of origin.

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ARTICLE 14: PROTECTION OF WORK

- 14.1 The Contractor agrees to adequately and properly protect his work and to adhere to and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and shall comply with all OSHA requirements.
- 14.2 The Contractor agrees to keep the premises free from rubbish and debris resulting from his work. In the event the Contractor fails to do so after 48 hours written notice from the Owner, the Owner will, without further notice to the Contractor, remove such rubbish and debris and charge the cost of removal to the Contractor.

ARTICLE 15: CLEANING

- 15.1 Contractor shall, at his own expense, at all times keep the premises free from accumulation of debris, waste material and rubbish, and at the completion of the work, he shall remove his tools and equipment and all surplus materials, debris, waste material and rubbish and shall leave the premises in a neat and clean condition. If Contractor does not attend to such cleaning immediately upon request, Owner shall have the right to have his work done by others and deduct the cost thereof from the payment due contractor thereunder.

ARTICLE 16: PROTECTION OF PROPERTY AND PERSONS

- 16.1 The Contractor will adequately protect work performed hereunder from damage, will protect the Owner's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor will assume full responsibility for all his tools and equipment and all materials to be used in connection with the completion of the work. Damage to existing utilities or site improvements caused by the contractor are the full responsibility of the contractor, and shall be repaired or replaced at his cost, subject to Owner's approval.

ARTICLE 17: EXAMINATION OF SITE

- 17.1 Contractor agrees that the contract price specified herein is based on Contractor's examination of the site and that the Contractor will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination. Contractor to carefully examine the Contract Documents and existing condition before submitting bid. The Contractor shall inform Owner of any discrepancies or potential problems due to inadequate information. Absence of request for revisions to contract documents assumes that the Contractor approves of all information provided and assumes all liabilities and responsibilities.

ARTICLE 18: PERMITS, LICENSES AND COMPLIANCE WITH LAW

- 18.1 In connection with the work to be performed, the Contractor at the Contractor's expense, shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes and regulations applicable to the performance of work hereunder.

INDEPENDENT CONTRACT AGREEMENT

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ARTICLE 19: WAIVER OF CLAIMS, LIENS, ETC.

- 19.1 The Contractor individually and on behalf of all sub-contractors, material men and workmen hereby waives and agrees to indemnify and save harmless the Owner from all attachments, claims and liens against Owner and Owner's property by reason of labor or materials or both, furnished for the work under this. Independent Contract Agreement.

ARTICLE 20: TITLE AND RISK OF LOSS

- 20.1 Title to all completed or partially completed work on the Owner's property and to all materials to be incorporated in the work stored at Owner's property shall be in the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, Contractor agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored at Owner's property from any cause whatsoever until the work has been completed and accepted by Owner.

ARTICLE 21: ASSIGNMENT AND SUBCONTRACTS

- 21.1 The Contractor shall not assign his interest in this contract nor sublet nor subcontract any portion of the work without written permission of the Owner. The Contractor agrees to bind every subcontractor approved by the Owner to all the terms and conditions of this agreement. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and of people either directly or indirectly employed by any subcontractor, as Contractor is for the acts and omissions of himself and of persons directly employed by him.

ARTICLE 22: TERMINATION FOR THE CONVENIENCE OF THE OWNER

- 22.1 Owner may terminate this Agreement in whole or part for its convenience by written notice to the Contractor. In such event, Owner will pay Contractor its actual, necessary, reasonable and verifiable costs for termination performance, which shall include that portion of the contract work which has been satisfactorily completed for which payment has not theretofore been made. In no event shall Owner be liable for cancellation charges more than the Agreement Price, or unabsorbed shop overhead or anticipatory profit.

ARTICLE 23: TERMINATION FOR CAUSE

- 23.1 If the contractor is in default, the first step is to contact the performance bonding company and have the bonding company complete the project.

ARTICLE 24: INSPECTION

- 24.1 The Owner shall have access to and the right to inspect all work during construction.

INDEPENDENT CONTRACT AGREEMENT

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ARTICLE 25: INDEPENDENT CONTRACTOR

- 25.1 Contractor agrees to perform the work as an Independent Contractor and not as a Subcontractor, agent or employee of Owner. Contractor shall at all times act as an Independent Contractor in performing the work under this contract, including any additions thereon, and shall furnish all supervision and direction required to complete the work.

ARTICLE 26: DRUG-FREE WORKPLACE

- 26.1 If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

- 26.2 If Contractor is an entity other than an individual, it hereby certifies that:

- A. A drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of this contract; and
- B. It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with"

- 26.3 Contractor may be suspended, terminated, or debarred if it is determined that:

- A. The Contractor has made false certification herein above; or
- B. The Contractor has violated such certification by failure to carry out any requirements as outlined within this Article.

The Owner and Contractor for themselves and their successors, executors, administrators, and assigns agree to the full performance of this agreement.

IN WITNESS WHEREOF we have executed the agreement on the date written below.

Owner: City of Marietta City Manager: William F. Bruton, Jr Signature: Date:	Contractor: Name: Signature: Date:
Attest City Clerk: Stephanie Guy Signature: Date:	