



LAWRENCEVILLE

GEORGIA

June 17, 2026

INVITATION TO BID SB002-27

The City of Lawrenceville is soliciting competitive sealed bids from qualified suppliers for the Purchase of Gas Pipe and Materials-Cedars Rd to Sugarloaf Pkwy DOT project 13895 for the Lawrenceville Gas Department.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the SB# and Company Name. Bids will be received until **2:00 P.M. local time on July 23, 2026** at the Lawrenceville Finance Department, 70 S. Clayton Street, Main Level, Room M46A, Lawrenceville, Georgia 30046. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 2:00 P.M.

Questions regarding bids should be directed to Kenneth Morris, Purchasing Director, at purchasing@lawrencevillega.org, no later than 3:00 P.M. on July 9, 2026. Bids are legal and binding upon the bidder when submitted.

The written bid documents supersede any verbal or written prior communications between the parties. Award will be made to the supplier submitting the lowest responsive and responsible bid. The City of Lawrenceville reserves the right to reject any or all bids to waive technicalities, and to make an award deemed in its best interest. Bids may be split or awarded in entirety.

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

Kenneth Morris
Purchasing Director

The following pages should be returned as your bid:

Bidding Form, Pages 3-8

Scope of Work:

The City of Lawrenceville is bidding the installation of natural gas pipe for Cedars Rd to Sugarloaf Pkwy DOT project 13895 - in Lawrenceville, GA. The City is seeking a supplier to store and work with the awarded Contractor(s) to provide “just in time” delivery.

City of Lawrenceville Gas Pipe and Materials Specifications:

- Pipe shall be produced in USA.
- Pipe shall be produced from coils manufactured in the USA. Coils must be manufactured from steel manufactured in the USA.
- Pipe shall be produced to 45th Edition API.
- The supplier must meet the City and its Contractor’s needs for delivery of materials to the job (delivery price included).
- Pipe is to be delivered in multiple locations.
- Remaining unused material shall be delivered to 435 W. Pike St., Lawrenceville, GA 30046.
- Manufacturing date of the materials should not exceed 6 months of age.
- No double stamping of yield strength or pipe grade on the pipe (X-52 ONLY).
- Steel pipe delivery needs to protect coating and integrity of pipe to minimize repair of coating after delivery.
- Delivery tickets should have all Mfg. part numbers, heat numbers, lot numbers, etc. listed for all items.

*Note: The City will purchase all materials prior to delivery. It is the responsibility of the supplier to store as necessary and deliver over the entire contract period.

Provided Specifications: Use of brand names, specific manufacturers, and numbers is not intended to limit competition, but rather to ensure uniformity as established by the department and assist suppliers in determining the standard of quality the City is seeking. Equivalent items may be accepted if they meet all standards of quality and purpose for the intended use as determined by the City. The City shall be the sole determinant of acceptability of all approved equivalents. Provider should include written acknowledgement where materials/products vary from product specifications in the Bid Invitation.

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

Materials for Cedars Rd to Sugarloaf Pkwy DOT Project #13895

Delivery will be F.O.B. Destination to: Various Locations
Lawrenceville, GA 30046

ITEM #	QTY	DESCRIPTION	MANUF. & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
1	10,000 FT	8" Dual Coat Steel, .219 wall (minimum), X-52 Dual Coat FBE 28 mils (minimum) (Domestic)				
2	100 FT	4" Dual Coat Steel, .188 wall (minimum), X-52 Dual Coat FBE 28 mils (minimum) (Domestic)				
3	1 EA	4" Control Fitting Mueller H-17256 Mueller Flanged Line Stopper Fitting Welding Type -720 psig				
4	1 EA	6" Control Fitting Mueller H-17261 Mueller Flanged Line Stopper Fitting WeldingType - 720 psig				
5	4 EA	8" Steel Ball Valve - Class 300 Full Port Weld x Weld (Kerotest, Balon or Equivalent)				
6	1 EA	4" Steel Ball Valve - Class 300 Full Port Weld x Weld (Kerotest, Balon or Equivalent)				
7	200 FT	3/4" Dual Coat Steel .113 wall (minimum) X-52 Dual Coat FBE 28 mils (minimum) (Domestic)				
8	20 EA	8" 90 Degree Elbow STD WPHY-52 (Weldbend or Equivalent) (Domestic)				

9	6 EA	4" 90 Degree Elbow STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
10	10 EA	8" 45 Degree Elbow STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
11	10 EA	8" Weld Cap STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
12	2 EA	8" x 4" x 8" Weld Tee STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
13	1EA	6"x 8" Weld x Weld Concentric Reducer STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
14	2 EA	8" x 8" x 8" Weld Tee STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
15	6 EA	4" Weld Cap STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
16	6 EA	2" Weld Cap STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
17	1 EA	8"x 4" Weld x Weld Concentric Reducer STD WPHY-52 (Weldbend or Equivalent) (Domestic)				
18	2 EA	4"x 2" Weld x Weld Concentric Reducer STD WPHY-52 (Weldbend or Equivalent) (Domestic)				

19	2 EA	2" Steel Ball Valve - Class 300 Full Port Weld x Weld (Kerotest, Balon or Equivalent)				
20	2 EA	4" Poly Ball Valve Full Port PE2406/2708 SDR11 3.63 Minimum Port, Square Head, Position Indication, Over Torque Protection. 4"BWx4"BW (Poly Valve, Kerotest or Equivalent)				
21	2,500 FT	4" PE, IPS PE2708 SDR-11- 500' Coils (Performance Pipe or Equivalent)				
22	1500Ft	2" PE, IPS PE2708 SDR-11- 500' Coils (Performance Pipe or Equivalent)				
23	2 EA	4" PE Buttfuse Tee PE2406/2708 SDR11 (Performance Pipe or Equivalent)				
24	15 EA	4" PE Electrofuse Coupling PE2406/2708 SDR11 4MM Pins				
25	10 EA	2" IPS Electrofuse Coupling PE2406/2708 SDR11 4MM Pins				
26	6 EA	4" PE Butt Fuse 90 Degree Elbow PE2406/2708 SDR11 (Performance Pipe or Equivalent)				
27	6 EA	4" PE Butt Fuse Cap PE2406/2708 SDR11 (Performance Pipe or Equivalent)				
28	5 EA	3/4" IPS x 1" IPS NO-BLO H-18102 Autoperf Tee (Mueller or Equivalent)				

29	5 EA	1" IPS x 1" IPS Mueller NO-BLO H-17800 Curb Stop Tee (Mueller or Equivalent)				
30	1 EA	2" PE, IPS Buttfuse Tee PE2406/2708 SDR11 (Performance Pipe or Equivalent)				
31	4000 FT	#12 AWG Tracer wire PE 30, Solid Copper (500' roll) Polycoat (Solid)				
32	50 EA	#10/#12 AWG Wire Connectors Proline yellow wire connector with sealant or equivalent				
33	238 EA	F1 Epoxy Kits, 2 lb. Powercrete R65-F1 or Equivalent)				
34	20 EA	4" H-35 Tapecoat Gray Tape or Equivalent				
35	50 EA	4" x 9' Trenton Wax-Tape #2 Wrap or Equivalent				
36	30 EA	Trenton Poly-Ply Outerwrap or Equivalent				
37	4 Gal	Trenton Wax-Tape Primer Brown or Equivalent				
38	15 EA	66" RhinoTriView Test Station:Yellow UV Stable with Two Inside Terminals and a Black Cap with Lawrenceville Gas Decal				

39	6 EA	25" - 36" Valve Box, Plastic Valve Box with Cast Iron Collar and Gas Lid				
40	6 EA	Valve Box Extensions				
TOTAL						\$_____.

Item pricing should also include any additional shipping or freight costs associated with each individual item

The City of Lawrenceville requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Evaluation of Bids and Alternates

Bidders are fully responsible for submitting pricing for the base bid and all alternate and/or optional bid items as identified in the Bid Schedule. After bid opening, the City reserves the right to evaluate the base bid and any combination of alternates or optional items to determine the scope of work that best meets the City’s operational needs, project priorities, and available funding.

The City will determine the lowest responsive and responsible bidder based on the base bid and those alternates or optional items selected by the City. The City is not obligated to accept all alternates or optional items and may award the contract based on the base bid only or the base bid plus any combination of alternates.

Certification of Non-Collusion in Bid Preparation _____

Signature

Date

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the City Council within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the Bid Schedule.

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the City Council within ninety (90) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the Bid Schedule.

Legal Business Name _____

Federal Tax ID _____

Address _____

Representative Signature _____

Printed Name _____

Telephone Number _____

E-mail address _____

**CITY OF LAWRENCEVILLE
PURCHASING DEPARTMENT**

GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS

I. PREPARATION OF BIDS

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

II. DELIVERY

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

III. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. **It is the bidder's responsibility to ensure that they have all applicable addenda prior to bid submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Lawrenceville Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.

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

V. WITHDRAWAL OF BID DUE TO ERRORS

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

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

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

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

VI. TESTING AND INSPECTION

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

VII. F.O.B. POINT

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

VIII. PATENT INDEMNITY

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

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

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

X. DISCOUNTS

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

XI. AWARD

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

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market

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

XIII. CITY FURNISHED PROPERTY

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

XIV. REJECTION AND WITHDRAWAL OF BIDS

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

XV. CONTRACT

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

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

When the contractor has performed in accordance with the provisions of this agreement, City of Lawrenceville shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Lawrenceville fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

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

XVII. DEFAULT

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

XVIII. TERMINATION FOR CAUSE

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

XIX. TERMINATION FOR CONVENIENCE

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services

actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

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

XXI. SUBSTITUTIONS

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

XXII. INELIGIBLE BIDDERS

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

XXIII. AMERICANS WITH DISABILITIES ACT

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

XXIV. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

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

XXV. TAX LIABILITY

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

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

XVIII. STATE LAW REGARDING WORKER VERIFICATION

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

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

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Manager shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during

the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

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

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

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

XXIX. GENERAL CONTRACTORS LICENSE

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

XXXI. INDEMNIFICATION

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

XXXI. GEORGIA 811

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

XXXIII. PAYMENT

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor/vendor directly to the payment address shown on the purchase order/contract. All invoices shall show the city contract number and/or purchase order number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided through a contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail or the date transmitted electronically to contractor/vendor.