

CONSTRUCTION DOCUMENTS
FOR
2026 LMIG Asphalt Resurfacing
CITY OF LAVONIA
JUNE 2026



Mayor Courtney Umbehant
Council Member Michael Schulman
Council Member Jeremy Madden
Council Member Larry E. Floyd
Council Member Andrew Murphy
City Manager Robert Ogburn

City of Lavonia
12221 Augusta Road
Lavonia, GA 30553
706.356.8781

SECTION 00020
Invitation to Bid

2026 LMIG Resurfacing

City of Lavonia, Georgia

Separate sealed Bids, for furnishing all materials, labor, tools, equipment and appurtenances necessary for 4,614 LF of plant mix resurfacing on Gerrard Road will be received by the Owner at the Lavonia City Hall, 12221 Augusta Road, Lavonia, Georgia, until 2:00 PM, local time, on August 5, 2026 and then at said office publicly opened and read aloud. Any sealed bids received after this date and time will not be accepted. Each Bid must be submitted in a sealed envelope, addressed to the Owner. All bids must be sealed and marked on the outside with the Project Name and Company Name.

The Project consists of but is not limited to the following major elements: Placement of approximately 930 TN of recycled asphaltic concrete 9.5 mm superpave, milling approximately 5,163 SY of asphalt pavement and placement of approximately 425 TN of recycled asphaltic concrete 12.5 mm superpave. All work shall be completed in accordance with Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, latest edition.

The work will be awarded in one Contract. Time of completion for all work associated with this project shall be 30 consecutive calendar days from the date of a written "Notice to Proceed" from OWNER.

The instructions to Bidders, Bid, Contract Agreement, Specifications and other Contract Documents may be examined and obtained at the following:

Lavonia City Hall
12221 Augusta Road
Lavonia, Georgia, 30553

Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

The Owner reserves the right to reject any or all Bids, to waive informalities and to readvertise.

CITY OF LAVONIA, GEORGIA

END OF SECTION

00020-1

SECTION 00100
Instructions to Bidders

1.01 CONTRACT DOCUMENTS

- A. The Contract Documents include the Contract Agreement, Advertisement for Bids, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the Owner prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings, and addenda, together with written amendments, change orders, field orders and the Engineer's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.
- B. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils reports, and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, are not Contract Documents.
- C. The Contract Documents shall define and describe the complete work to which they relate.

1.02 DEFINITIONS

- A. Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:
 - 1. "Owner" shall mean the City of Lavonia, party of the first part to the Contract Agreement, or its authorized and legal representatives.
 - 2. "Owner's Representative" shall mean the Assistant Public Works Director or his representative.
 - 3. "Engineer" shall mean the City Engineer or his representative.
 - 4. "Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
 - 5. "Work" and "Project" shall mean the entire completed construction required to be furnished under the Contract Documents.
 - 6. "Contract Time" shall mean 30 consecutive calendar days as provided in the Contract Agreement for completion of the Project, to be computed from the date of the Notice to Proceed.

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Instructions to Bidders

7. "Liquidated Damages" shall mean the sum of \$500.00 which the Bidder agrees to pay for each consecutive calendar day beyond the completion date for the Project as defined in these Specifications. Liquidated Damages will end upon written notification from the Owner of final acceptance of the Project.
8. "Products" shall mean materials or equipment permanently incorporated into the Project.
9. "Provide" shall mean to furnish and install.
10. "Balanced Bid" shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.

1.03 PREPARATION AND EXECUTION OF BID

- A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.
- B. Each Bid must be submitted on the Bid forms which are attached to the Contract Documents. All blank spaces for Bid prices, both words and figures, must be filled in, in ink. In case of discrepancy, the amount shown in words will govern. All required enclosed certifications must be fully completed and executed when submitted.
- C. Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as, "**Bid for 2026 LMIG Resurfacing**".
- D. The Bidder shall provide The Bidder's Name and Address on the outside of the sealed envelope.
- E. Any Bid submitted which does not contain the above information on the outside of the sealed envelope will not be opened and will be returned to the Bidder.
- F. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at **Lavonia City Hall, ATT: Robert Ogburn, 12221 Augusta Road, Lavonia, Georgia, 30553.**

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Instructions to Bidders

- G. Any and all Bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive and subsequently returned to the Bidder.
- H. The Contractor, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:
 - 1. Bids which are not signed by the individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 - 2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.
 - 3. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By _____". Corporation seal shall also be affixed to the Bid.
 - 4. The Bidder shall complete, execute, and submit all documents which are attached to these Contract Documents.

1.04 METHOD OF BIDDING

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids will be subject to rejection. Conditional Bids will not be accepted. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

SECTION 00100
Instructions to Bidders

1.05 BID MODIFICATIONS

Bid modification by telegraphic communication will not be allowed.

1.06 RECEIPT AND OPENING OF BIDS

The Owner may consider a minor irregularity in any Bid not prepared and submitted in accordance with the provisions hereof and may waive any minor irregularities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.

1.07 SUBCONTRACTS

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be disclosed to and must be acceptable to the Owner.

1.08 CONDITIONS OF THE PROJECT

- A. Each Bidder must be informed 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 the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
- B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful Bidder of an obligation to furnish all products and labor necessary to carry out the provisions of the Contract.
- C. The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the

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Instructions to Bidders

property owner. The Bidder is solely responsible for any damages caused by examination of the site.

1.09 NOTICE OF SPECIAL CONDITIONS

If any special federal, state, county, or city laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, enclosed, herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the most stringent requirement prevails. All work shall be in accordance with Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, latest edition.

The contract shall be completed in a total construction time of THIRTY (30) consecutive calendar days from notice to proceed.

1.10 OBLIGATION OF BIDDER

By submission of a Bid, each Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.

1.11 METHOD OF AWARD

- A. The Contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids, as determined solely by the Owner. Award will be made in part on the basis of the prices given in the Base Bid, not including alternates. Alternates may be granted prior to the award of the Contract at the discretion of the Owner.
- B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any minor irregularities in Bids received whenever such rejection or waiver is in the Owner's interest.
- C. A responsive Bidder shall be one who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared non-responsive.

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Instructions to Bidders

- D. A responsible Bidder shall be one who can fulfill the following requirements:
1. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
 2. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein.
 3. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

1.12 EMPLOYMENT OF LOCAL LABOR

Preference in employment on the Project shall, insofar as practical, be given to qualified local labor.

END OF SECTION

SECTION 00300
2026 LMIG Resurfacing

THIS BID SUBMITTED TO:

City of Lavonia
ATTN: Robert Ogburn
12221 Augusta Road
Lavonia, Georgia 30553
(706) 356-8781

(Hereinafter called "OWNER")

THIS BID SUBMITTED BY:

(Name) _____

(Address) _____

(Telephone) _____

(Hereinafter called "BIDDER")

The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project having examined the Contract 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 labor, hereby propose to construct the Project in accordance with the Contract Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the City of Lavonia in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the City of Lavonia with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

Item	Description	Unit	Estimated No. of Units	Unit Price Bid	Total for Item
0005	429 MILL ASPHALTIC CONCRETE PAVEMENT, 1.5 IN DEPTH	SY	5,163.0		
0010	402-1000 RECYCLED ASPH CONC PATCHING 12.5 MM SUPERPAVE, INCL BITUM MATL & H LIME	TN	426.0		
0015	402-3100 RECYCLED ASPH CONC 9.5 MM SUPERPAVE, 165 LB/SY, TYPE 1, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	TN	930.0		
0020	413-1000 BITUM TACK COAT	GL	730		
0025	652-2501 SOLID TRAFFIC STRIPE, 5 IN, WHITE STD HIGH BUILD	LM	1.2		
0030	652-2502 SOLID TRAFFIC STRIPE, 5 IN, YELLOW STD HIGH BUILD	LM	1.2		
0035	210 GRADING PER CENTERLINE MILE, (TYPICAL MIN SIDTH OF 1' & MAX WIDTH OF 2')	LM	1.2		
0040	700 GRASSING COMPLETE, INCL. TEMP AND PERM GRASSING	SY	1,408.0		
0045	150 TRAFFIC CONTROL	LS	1		

BID TOTAL, ITEMS 0005 THROUGH 0045, INCLUSIVE, THE AMOUNT OF

_____ DOLLARS (\$_____)

The Bidder agrees hereby to commence Work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the OWNER, and to fully complete WORK under this Contract within 30 consecutive calendar days from Notice to Proceed and including said date. Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter required to complete all work as provided in the Instructions to Bidders.

The Bidder declares an understanding that the quantities shown for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of Work be increased, The Bidder proposes to do the additional Work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the

basis of actual quantities at the unit price bid and will make no claim for additional costs or anticipated profits for any decrease in 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.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all. Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

All work shall be completed in accordance with Georgia Department of Transportation Construction Specifications Standards, Georgia Erosion and Sedimentation Control Act of 1975, as amended, Section 402 of the Federal Clean Water Act, NPDES GAR 100002, and applicable codes, ordinances, rules, regulations and laws of local authorities having jurisdiction.

The Bidder furthermore agrees that, in the case of a failure to execute the Contract Agreement and Bonds with ten days after receipt of conformed Contract Documents for execution, the attached Bid Bond accompanying this Bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

BIDDER acknowledges receipt of the following addenda:

Addenda No.	Date Received

BIDDER: _____

By: _____
(Name Signed)

(Name Printed or Typed)

Title: _____

Address: _____

Phone: _____

ATTEST: _____
(Name Signed)

(Name Printed or Typed)

Title: _____

(SEAL)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

NOTE: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 00420
Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement.

1. Name of Bidder: _____
2. Permanent main office address: _____

3. When organized: _____
4. If a Corporation, where incorporated: _____
5. How many years have you been engaged in this business under your present firm or trade name? _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion):

7. General description of type of work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? If so, where and why? _____

9. Have you ever defaulted on a contract? If so, where and why? _____

10. Fill in the blanks below on one project which your company has completed which is most similar in scope to this Project:
 - a. Name of Project: _____
 - b. Brief Project Description: _____

SECTION 00420
Statement of Bidder's Qualifications

- c. Owner: _____
- b. Owner's Contact Person's Name/Phone Number: _____
- c. Completion Date: _____
- d. Contract Amount: _____
11. Names, background and experience of the principal members of your organization, including officers: _____
12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

BIDDER: _____

By: _____

Title: _____

State of _____

County of _____

_____ being duly sworn deposes and says that he or she is
_____ of _____ and that the answers to
the foregoing questions and all statements therein contained are true and correct. Subscribed and
sworn to before me this _____ day of _____, 20__.

_____ My Commission Expires: _____
(Notary Public)

(SEAL)

END OF SECTION

SECTION 00421

Georgia Security and Immigration Compliance Act Affidavit

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Lavonia has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify*, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Lavonia at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,
20__.

[NOTARY SEAL]

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

END OF SECTION

SECTION 00422
Corporate Certificate

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

This _____ day of _____, 20__.

Corporate
Secretary

(Name signed)

(Name printed or typed)

(SEAL)

END OF SECTION

SECTION 00450
Statement of Equipment

List Machinery and Other Equipment Available to CONTRACTOR for prosecuting the Work included in Contract. (To be filled in by CONTRACTOR and Submitted with Bid.)

AVAILABLE MACHINERY AND OTHER EQUIPMENT KIND-SIZE-CAPACITY	LOCATION	OWNERSHIP	DATE PROPOSED TO BE PLACED ON WORK SITE

The above is a true statement of the equipment available to the undersigned Bidder for prosecuting the work included in the contract. Where it is shown that the equipment is not owned by the Bidder, arrangements have been made with the equipment owners to furnish the equipment.

Signed: _____

Name: _____

Title: _____

END OF SECTION

SECTION 00480
Non-collusion Affidavit of Prime Bidder

STATE OF GEORGIA

COUNTY OF FRANKLIN

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

He or she is _____ of
(Owner, Partner, Officer, Representative or Agent)

the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the 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 or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lavonia City Council or any person interested in the proposed Contract; and

SECTION 00480
Non-collusion Affidavit of Prime Bidder

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.

Signed: _____

Title: _____

Subscribed and Sworn to before me this _____ day of _____, 20____.

(Notary Public) My Commission Expires: _____

(SEAL)

END OF SECTION

SECTION 00500
Contract Agreement

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__, by and between the City of Lavonia, Georgia (hereinafter called OWNER), and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, inconsideration of the mutual covenants hereinafter set forth, agree as follows:

The Project consists of, but is not limited to the following major elements:

Placement of approximately 930 TN of recycled asphaltic concrete 9.5 mm superpave, milling approximately 5,163 SY of asphaltic concrete pavement, striping and traffic control on Gerrard Road.

ARTICLE 1 – WORK

CONTRACTOR shall complete all WORK as specified or indicated in the CONTRACT DOCUMENTS. The WORK described previously includes all material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Specifications and Construction Drawings. All work shall be completed in accordance with all applicable codes, ordinances, rules, regulations and laws of local authorities having jurisdiction.

ARTICLE 2 – CONTRACT TIME

CONTRACTOR agrees to fully complete the contract in a total construction time of (30) consecutive calendar days from Notice to Proceed.

Time for Completion: OWNER and CONTRACTOR recognize that time is the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not substantially complete within the time specified above, plus any extension thereof allowed by the OWNER. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not substantially complete on time. Accordingly, OWNER and CONTRACTOR understand and recognize that it is impossible to conclusively assess damages to the OWNER for the failure of the CONTRACTOR to substantially complete the project in a timely manner. Therefore, the OWNER and CONTRACTOR have agreed that a reasonable amount of damages for each day that the project remains incomplete after the contract time (as stated above) has expired would be the amount of \$500.00.

SECTION 00500
Contract Agreement

ARTICLE 3 – CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the CONTRACT DOCUMENTS in current funds as follows: _____.

ARTICLE 4 – PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with these Specifications.

Progress Payments: CONTRACTOR shall furnish to OWNER, no later than the 25th day of each month, a progress payment request for the amount of work accomplished, products furnished, and products stored at the site during the previous month. The progress payment request shall be signed by the CONTRACTOR and be supported by such data as OWNER may reasonably require. ENGINEER shall review and indicate in writing approval of the payment request to the OWNER within ten days after receipt of each progress payment request. The OWNER will, within thirty days after receipt of progress payment request, pay CONTRACTOR based on the approved progress payment request, less the retainage and deductions pursuant to the terms of these CONTRACT DOCUMENTS.

Prior to Substantial Completion, progress payments will be made in an amount equal to:

95% of the WORK completed.

If the CONTRACTOR falls behind schedule to the point the time of completion, plus time extensions, has elapsed, then the amount specified for liquidated damages will be deducted from all CONTRACTOR pay requests submitted after the latest time of completion.

Final Payment: Upon acceptance of WORK in accordance with these specifications, OWNER shall pay balance due of Contract Price less payments previously made.

ARTICLE 5 – INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, 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, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent 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 of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would

SECTION 00500
Contract Agreement

otherwise exist as to any party or person described in this Clause. In any and all claims against the OWNER 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 whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR has familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK. CONTRACTOR is aware that he must be licensed to do business in the State of Georgia.

CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by design ENGINEER in preparation of the Drawings and Specifications.

CONTRACTOR has made or caused to be made examinations, investigations and tests, and studies of such reports and related data, as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the CONTRACT DOCUMENTS.

CONTRACTOR has given OWNER written notice of all conflicts, errors, or discrepancies that he has discovered in the CONTRACT DOCUMENTS and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

ARTICLE 7 – CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

SECTION 00500
Contract Agreement

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement including the following:
Advertisement for Bidders, Instructions to Bidders, Bid Form and associated documents
- 7.3 Notice of Award
- 7.4 Notice to Proceed
- 7.5 General Conditions
- 7.6 Addenda , inclusive. (Issued dates) _____.
- 7.7 CONTRACTOR'S Bid
- 7.8 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.9 Any modifications, including Change Orders, duly delivered after execution of Agreement.

There are no CONTRACT DOCUMENTS other than those listed above in the Article 7. The CONTRACT DOCUMENTS may only be altered, amended or repealed by expressed written consent of OWNER.

ARTICLE 8 – MISCELLANEOUS

Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the CONTRACT DOCUMENTS will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under CONTRACT DOCUMENTS.

OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the CONTRACT DOCUMENTS.

The term Special Conditions as used in the General Conditions or elsewhere in the CONTRACT DOCUMENTS, refers to the "Supplementary General Provisions".

The Supplementary General Provisions are intended to supplement, rather than replace, the General Conditions, except where the Supplementary General Provisions are in direct conflict with the General Conditions, the Supplementary General Provisions shall control.

ARTICLE 9 – PROVISIONS FOR TERMINATION OF CONTRACT

If through any cause, other than an “Excusable Delay”, CONTRACTOR shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if CONTRACTOR shall violate any of the covenants, agreements, conditions or obligations of the CONTRACT DOCUMENTS; OWNER may terminate this Contract. In such event, OWNER may take over the WORK and prosecute the same to completion, by Contract or otherwise, and CONTRACTOR and his sureties shall be liable to OWNER for any additional cost incurred by OWNER in its completion of the WORK and they shall also be liable to OWNER for liquidated damages for any delay in the completion of the WORK as provided below.

Liquidated Damages for Delay: If the work is not completed within the time stipulated, therefore, including any extension of time for excusable delays as herein provided, CONTRACTOR shall pay to OWNER as fixed and agreed, liquidated damages for each working day of delay, until the work is completed, and CONTRACTOR and his sureties shall be liable to OWNER for this amount.

Excusable Delays: The right of CONTRACTOR to proceed shall not be terminated nor shall CONTRACTOR be charged with liquidated damages for any delays in the completion of the work due:

9.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

9.2 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of a public enemy, acts of another CONTRACTOR in the performance of some other contract with OWNER, fires, floods, epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;

9.3 To acts of OWNER which cause delays, and;

Provided, however, that CONTRACTOR promptly notified OWNER within ten days in writing of the cause of the delay. Upon receipt of such notification, OWNER shall ascertain the facts and the cause and extent of the delay. If upon the basis of the terms of this Contract, the delay is properly excusable, OWNER shall extend the time for completing the WORK for a period of time commensurate with the period of excusable delay.

SECTION 00500
Contract Agreement

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the CONTRACT DOCUMENTS have been signed or identified by OWNER and CONTRACTOR.

CITY OF LAVONIA, GEORGIA
OWNER

BY: _____

TITLE: _____

ATTEST: _____

Clerk

(Seal)

SECTION 00500
Contract Agreement

CONTRACTOR

BY: _____

TITLE: _____

ATTEST: _____

Corporate
Secretary/Partner/Notary

(Seal)

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

SECTION 00500
Contract Agreement

ADDRESSES FOR GIVING NOTICE

OWNER:
City of Lavonia _____

12221 Augusta Road _____

Lavonia, GA 30553 _____

Phone: _____ 706-356-8781 _____

CONTRACTOR: _____

Phone: _____

END OF SECTION