

CITY OF ELBERTON, GEORGIA

REQUEST FOR BIDS

BID TITLE 2025 T-SPLOST Asphalt Paving
ISSUE DATE Tuesday, January 7, 2025
DUE DATE **Tuesday, February 11, 2025 at 2:00 p.m.**

The City of Elberton is seeking competitive bids for asphalt paving & striping services as specified on the enclosed bid summary sheet. Services must conform to the GDOT Standard Specifications on Construction of Transportation Systems.

Sealed bids will be received by the City Clerk of the City of Elberton until 1:59 pm local time on the date above at which time they will be publicly opened and read aloud. The bid opening will begin promptly at the appointed time at City Hall located at 203 Elbert Street. No bids may be submitted after the bid opening begins. The bidder is solely responsible for submission of his bid.

Copies of documents and plans can be obtained by email request to Cindy Churney at cchurney@cityofelberton.net. Only digital version available.

No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening.

The City of Elberton reserves the right to evaluate bids, to reject any and all bids, to waive formalities within the scope of authority, and further specifically, the city reserves the right to make award in the best interest of the City of Elberton.

Direct all questions on bidding procedures to: Cindy Churney, City Clerk
203 Elbert Street
Elberton, Georgia 30635-0070
cchurney@cityofelberton.net

Direct all questions on the project to: Kris Burton, Public Works Director
105 Gordon St.
Elberton, Georgia 30635-0070
kburton@cityofelberton.net

SECTION 00020
Invitation to Bid

2025 T-SPLOST Asphalt Paving
City of Elberton
Elberton, Georgia

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for milling and asphalt paving on three City streets totaling 1.35 miles, and resurfacing only on two City streets totaling 0.30 miles will be received by the Owner at the City of Elberton Municipal Building, 203 Elbert Street, Elberton, Georgia, until 2:00 p.m., local time, on **Tuesday, February 11, 2025** and then at said office publicly opened and read aloud.

The Project consists of the following major elements:

- Milling and asphalt paving on Rhodes Drive from Jones Street to Fleming Road (3,770 LF). The work shall include asphalt milling, removal and disposal to a depth of 4" (2.5" below existing gutter elevation), and 2.5" of new 12.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.
- Milling and asphalt paving on Mill Street from RR Tracks to Second Street (2,680 LF). The work shall include asphalt milling, removal and disposal to a depth of 1.5" below existing gutter elevation, and 1.5" of new 9.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.
- Milling and asphalt paving on Fountain Street from Mill Street to Campbell Street (675 LF). The work shall include asphalt milling, removal and disposal to a depth of 1.5" below existing gutter elevation, and 1.5" of new 9.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.
- Asphalt resurfacing of Arnold Street and Ohio Street (1,590 LF). The work shall include 1.5" of 9.5 mm asphalt resurfacing only.
- Replace center line striping (5" double yellow paint) and stop bars (24" white thermoplastic) on all streets following asphalt placement.

All work shall be completed in accordance with Plans, Special Provisions, and the latest edition of the Georgia Department of Transportation Standard Specifications, applicable Supplemental Specifications, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The work will be awarded in one Contract, subject to total available funding of \$1,000,000. The City reserves the right to reduce to project scope of work to limit total expenses to \$1,000,000.

Copies of documents and plans can be obtain by email request to Cindy Churney at cchurney@cityofelberton.net. Only digital version available.

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

The successful Bidder for this Contract will be required to furnish a satisfactory Performance Bond and Payment Bond each in the amount of 100 Percent (100%) of the total bid amount.

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

END OF SECTION 00020

SECTION 00100
Instructions to Bidders

1.01 CONTRACT DOCUMENTS

- A. The Contract Documents include the Contract Agreement, Invitation to Bid, 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 Owner's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.
- B. 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 Elberton, Georgia, party of the first part to the Contract Agreement, or its authorized and legal representatives.
 - 2. "Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
 - 3. "Work" and "Project" shall mean the entire completed construction required to be furnished under the Contract Documents.
 - 4. "Contract Time" shall mean 120 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.
 - 5. "Liquidated Damages" shall mean the sum of \$200.00 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.
 - 6. "Products" shall mean materials or equipment permanently incorporated into the Project.
 - 7. "Provide" shall mean to furnish and install.
 - 8. "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 2025 T-SPLOST Asphalt Paving".
- 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 City Clerk at the City of Elberton, 203 Elbert Street, Elberton, Georgia, 30635-0070.
- 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 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 several items, 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.

1.05 BID MODIFICATIONS

Bid modification by phone, verbal 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 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 ONE HUNDRED TWENTY (120) consecutive calendar days from the date of the NOTICE TO PROCEED.

Contract award shall be limited to the total available funding of \$1,000,000. The City of Elberton reserves the right to reduce the project scope of work to limit project expenses to \$1,000,000.

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 responsive, responsible Bidder submitting the Bid which is in the best interest of the Owner 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 awarded at the discretion of the Owner within 10 days after the Notice to Proceed.
- 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.

- 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.

END OF SECTION 00100

SECTION 00300
Bid Form

THIS BID SUBMITTED TO:

The City of Elberton
ATTN: City Clerk
203 Elbert Street
Elberton, Georgia 30635
(706) 213-3100

(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 Elberton 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 Elberton 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 1 Milling and asphalt paving on Rhodes Drive from Jones Street to Fleming Road (3,770 LF). The work shall include asphalt milling, removal and disposal to a depth of 2.5” below existing gutter elevation, and 2.5” of new 12.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line. Transition to resurfacing only (1.5”) from Dogwood Lane to Jones Street.

Item Description	Quantity	Units	Unit Price	Unit Price Bid
Mill Asphalt Pavement, 4 Inch Depth	8,320	SY	\$	\$
Asphalt Paving – 12.5 mm Superpave	1,330	TN	\$	\$
Solid Traffic Stripe, 5 Inch, Yellow (Paint)	7,540	LF	\$	\$
Thermoplastic Solid Traffic Stripe – 24 Inch White	24	LF	\$	\$
Traffic Control	1	LS	\$	\$
Total Bid for Item 1 – Rhodes Drive				\$

Item 2 Milling and asphalt paving on Mill Street from RR Tracks to Second Street (2,680 LF). The work shall include asphalt milling, removal and disposal to a depth of 1.5” below existing gutter elevation, and 1.5” of new 9.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.

Item Description	Quantity	Units	Unit Price	Unit Price Bid
Mill Asphalt Pavement, 1.5 Inch Depth	5,960	SY	\$	\$
Asphalt Paving – 9.5 mm Superpave	495	TN	\$	\$
Solid Traffic Stripe, 5 Inch, Yellow (Paint)	5,360	LF	\$	\$
Thermoplastic Solid Traffic Stripe – 24 Inch White	10	LF	\$	\$
Traffic Control	1	LS	\$	\$
Total Bid for Item 2 – Mill Street				\$

Item 3 Milling and asphalt paving on Fountain Street from Mill Street to Campbell Street (675 LF). The work shall include asphalt milling, removal and disposal to a depth of 1.5” below existing gutter elevation, and 1.5” of new 9.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.

Item Description	Quantity	Units	Unit Price	Unit Price Bid
Mill Asphalt Pavement, 4 Inch Depth	1,500	SY	\$	\$
Asphalt Paving – 9.5 mm Superpave	140	TN	\$	\$
Solid Traffic Stripe, 5 Inch, Yellow (Paint)	1,330	LF	\$	\$
Thermoplastic Solid Traffic Stripe – 24 Inch White	22	LF	\$	\$
Replace Asphalt Speed Bump and Paint Yellow	3	EA	\$	\$
Traffic Control	1	LS	\$	\$
Total Bid for Item 3 – Fountain Street				\$

Item 4 Asphalt Resurfacing of Arnold Street and Ohio Street (1,590 LF). The work shall include 1.5” of 9.5 mm asphalt resurfacing only.

Item Description	Quantity	Units	Unit Price	Unit Price Bid
Asphalt Paving – 9.5 mm Superpave	280	TN	\$	\$
Solid Traffic Stripe, 5 Inch, Yellow (Paint)	3,180	LF	\$	\$
Thermoplastic Solid Traffic Stripe – 24 Inch White	38	LF	\$	\$
Traffic Control	1	LS	\$	\$
Total Bid for Item 4 – Arnold Street and Ohio Street				\$

OTHER SPECIAL CONDITIONS OF THE BID:

Condition 1: CONTRACTOR will coordinate with OWNER the closure of streets to through traffic during the period of WORK. Most of these street are residential streets with drive-way access to homes.

Condition 2: CONTRACTOR will coordinate with OWNER the marking and raising of any manholes or valves located in the street. This work will be performed by the OWNER at its expense. Manholes and valves include sewer, water, and natural gas.

Condition 3: OWNER reserves the right to make a partial award of the project based on available funding of \$1,000,000. OWNER may reduce the scope of work to limit project expenses to \$1,000,000.

BID TOTAL, ITEMS 1 THROUGH 4, THE AMOUNT OF:

_____ (Written Total)
 \$ _____ (Dollar Amount)

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 120 consecutive calendar days from and including said date. Bidder further agrees to pay as liquidated damages the sum of \$200.00 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.

END OF SECTION 00300

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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 Elberton Mayor and City Council 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 Elberton Commissioner 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 Signature

[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 00421

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 in behalf of the CONTRACTOR was then _____ of said Corporation; that said authority was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____.

CORPORATE SECRETARY

(SEAL)

END OF SECTION 00422

SECTION 00480
Non-Collusion Affidavit of Prime Bidder

STATE OF GEORGIA

COUNTY OF ELBERT

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

1. He is _____ (owner, partner, officer, representative, or agent) of _____ the Bidder that has submitted the attached Bid.
2. He is fully informed respecting 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 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 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 OWNER (Local Public Agency) or any person interested in the proposed Contract.
5. The price or prices quoted in the attached Bid are fair and proper and 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 _____, _____.

Notary Signature _____

(Seal)

My Commission Expires: _____

Date

END OF SECTION 00480

SECTION 00500
NOTICE OF AWARD

TO: _____

Project Description

The site of the proposed work is in Elbert County. The project consists of the following:

The Project consists of the following major elements:

- Milling and asphalt paving on Rhodes Drive from Jones Street to Fleming Road (3,770 LF). The work shall include asphalt milling, removal and disposal to a depth of 4” (2.5” below existing gutter elevation), and 2.5” of new 12.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.
- Milling and asphalt paving on Mill Street from RR Tracks to Second Street (2,680 LF). The work shall include asphalt milling, removal and disposal to a depth of 1.5” below existing gutter elevation, and 1.5” of new 9.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.
- Milling and asphalt paving on Fountain Street from Mill Street to Campbell Street (675 LF). The work shall include asphalt milling, removal and disposal to a depth of 1.5” below existing gutter elevation, and 1.5” of new 9.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.
- Asphalt resurfacing of Arnold Street and Ohio Street (1,590 LF). The work shall include 1.5” of 9.5 mm asphalt resurfacing only.
- Replace center line striping (5” double yellow paint) and stop bars (24” white thermoplastic) on all streets following asphalt placement.

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER for the project. CONTRACTOR shall fully complete all work associated with City of Elberton 2025 T-SPLOST Asphalt Paving within one hundred twenty (120) consecutive calendar days from the date of a written "Notice to Proceed".

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids and has decided to award you the Contract.

You are hereby notified that your Bid has been accepted for the Contract Price of \$_____ for the City of Elberton 2025 T-SPLOST Asphalt Paving which is based on the Lump Sum prices shown on the Bid Form.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance and Payment Bonds and Certificates of Insurance within ten (10) calendar days from the date of this Notice.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 20__.

OWNER
BY: _____
TITLE

ACKNOWLEDGEMENT OF NOTICE

CONTRACTOR
BY: _____
DATE: _____
TITLE: _____

END OF SECTION 00500

SECTION 00510
Contract Agreement

THIS AGREEMENT is dated as of the _____ day of _____, 2025, by and between the City of Elberton, Georgia (hereinafter called "OWNER"), and _____ (hereinafter called "CONTRACTOR"). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

The Project consists of the following major elements:

- Milling and asphalt paving on Rhodes Drive from Jones Street to Fleming Road (3,770 LF). The work shall include asphalt milling, removal and disposal to a depth of 2.5" below existing gutter elevation, and 2.5" of new 12.5 mm asphalt paving with normal crown section to provide 2% positive drainage from centerline to gutter line.
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- Asphalt resurfacing of Arnold Street and Ohio Street (1,590 LF). The work shall include 1.5" of 9.5 mm asphalt resurfacing only.
- Replace center line striping (5" double yellow paint) and stop bars (24" white thermoplastic) on all streets following asphalt placement.

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 – ENGINEER

The Project has been designed by Precision Planning, Inc., 400 Pike Boulevard, Lawrenceville, Georgia 30046, who is hereafter referred to as ENGINEER, and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the CONTRACT DOCUMENTS in connection with completion of the WORK in accordance with the CONTRACT DOCUMENTS.

ARTICLE 3 – CONTRACT TIME

CONTRACTOR agrees to commence WORK within ninety (90) days of a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the contract in a total construction time of thirty (30) consecutive calendar days following the commencement of WORK.

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.

ARTICLE 4 – CONTRACT PRICE

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

ARTICLE 5 – PAYMENT PROCEDURES

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

Progress Payments: CONTRACTOR shall furnish to OWNER, no later than the 15TH 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. 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 90% of the WORK completed, with 10% being withheld as retainage until final completion

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 6 – 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 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 7 – 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 OWNER 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 8 – 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:

- 8.1 This Agreement
- 8.2 Exhibits to this Agreement including the following: Advertisement for Bidders, Instructions to Bidders, Bid Form and associated documents
- 8.3 Performance and Labor and Material Payment Bonds
- 8.4 Notice of Award
- 8.5 Notice to Proceed
- 8.6 Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, latest Edition
- 8.7 Addenda inclusive. (Issued dates) _____.
- 8.8 CONTRACTOR’S Bid
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.10 Any modifications, including Change Orders, duly delivered after execution of Agreement.

There are no CONTRACT DOCUMENTS other than those listed above in the Article 8. The CONTRACT DOCUMENTS may only be altered, amended or repealed by expressed written consent of OWNER.

ARTICLE 9 – 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 10 – 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:

- 10.1 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;
- 10.2 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 O W N E R , fires, floods, epidemics, quarantine, freight embargoes, and weather of unusual severity such as hurricanes, tornados, and cyclones;
- 10.3 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.

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.

This Agreement will be effective on the date of the Agreement as shown on page 1 of Section 00510.

OWNER

BY: _____

TITLE: _____

ATTEST: _____

Clerk

(Seal)

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.

ADDRESSES FOR GIVING NOTICE

OWNER:

City of Elberton, Georgia
234 N McIntosh Street
Elberton, GA 30635

Phone: _____

CONTRACTOR:

Phone: _____

END OF SECTION 00510

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description:

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

SURETY

Company:

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (**engineer** or other party)

END OF SECTION 00610

SECTION 00615
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description:

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

END OF SECTION 00615