

City of Elberton, GA

2025 ElbertonNET System Upgrade

**Fiber-to-the-Home (FTTH)
Network Overbuild – Phase 1 & 2**



Request For Bids

June 30, 2025

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INVITATION TO BID

The **City of Elberton, Georgia** is soliciting sealed bids from qualified contractors to furnish all labor and equipment necessary for the construction of the **Fiber-to-the-Home (FTTH) Network Overbuild – Phase 1 & 2**.

Sealed bids will be accepted **until 2:00 PM (local time) on Wednesday, July 30, 2025**, at the following location: **Elberton City Hall - City Clerk's Office, 203 Elbert Street, Elberton, GA 30635**. Bids will be publicly opened and read aloud immediately following the deadline. **Late submissions will not be accepted**. It is the sole responsibility of the bidder to ensure that the bid is received by the specified date and time.

Project Description: The project includes approximately 124 plant miles of construction, encompassing the overbuild of existing HFC Node Boundaries 1, 2, 3, 4, 5, 8, 13, 14, 16, 17, 18, 25, 26, and 27, identified as Phases 1 and 2 of the network upgrades.

Submission Instructions: Bids must be sealed and clearly marked on the outside of the envelope as: *"Attn: City Clerk – Bid for FTTH Network Construction."* Submissions may be delivered by mail, overnight courier, or hand delivery. **Mailing Address:** City of Elberton – City Clerk's Office, P.O. Box 70, Elberton, GA 30635. **Physical Address:** City of Elberton – City Clerk's Office, 203 Elbert Street, Elberton, GA 30635

Pre-Bid Meeting: A pre-bid meeting is not scheduled for this project.

Contractor Questions: All questions regarding the project and bid documents must be submitted electronically to the Engineer's office. Contractors should send their questions in writing to Tiffany Barry at tbarry@dccm.com. Please note that all questions must be submitted by the end of the day on July 16, 2025.

Bid Documents: Interested bidders may schedule an appointment to review the project design specifications and plans. Contact: David Dotson, Systems Engineer, (706) 213-3272, ddotson@cityofelberton.net. Appointments must be scheduled in advance.

Bond Requirements: Bids shall be accompanied by a Bid Bond or a certified cashier's check, the value of which should not be less than five percent (5%) of the overall bid amount. All bonds must be countersigned by a Georgia Resident Agent and should be submitted with a corresponding "Power of Attorney." The successful bidder is required to provide both a Performance Bond and Payment Bond, each in an amount equal to one hundred percent (100%) of the awarded Contract amount.

Reservation of Rights: Owner reserves the right to delay the award of the Contract for a period not to exceed sixty (60) days from the date of opening of the bids, during which time bids shall remain open and not subject to withdrawal. The right is also reserved to reject any and all bids and to waive any and all technicalities or informalities.

Instructions to Bidders: For all further requirements regarding Bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.



CITY OF ELBERTON, GA
Kevin Eavenson, City Manager
June 30, 2025

BID SUMMARY

Project Overview

The 2025 ElbertonNET Fiber-to-the-Home (FTTH) Overbuild Project will upgrade the existing telecommunications infrastructure serving the City of Elberton and portions of rural Elbert County. This initiative will transition approximately 3,705 current ElbertonNET subscribers from the legacy HFC system to a new XGS/25G-PON fiber-optic network, significantly increasing network capacity, reliability, and long-term scalability. The project consists of approximately 124 plant miles of new FTTH construction.

General Scope

The scope of this project is the overlashing installation of 607,118 linear feet of a first and second fiber optic cable along existing strand and direct bury of 50,729 feet of fiber. NO ACTIVATION OF ELECTRONICS OR SPLICING FIBER IS INCLUDED IN THIS BID.

A design has already been completed for the FTTH network upgrade. There are 2 phases, known as Phase 1 (Node boundaries 1,2,3,4,5 & 17) and Phase 2 (Node boundaries 8,13,14,16,18,25,26 & 27). Phase 1 & 2 encompasses approximately 124 plant miles. The size of fiber for the project is new 144-count for trunk, routing North, South, East and West along main roads, supporting new 12, 24 & 36-count distribution. No new 1/4" galvanized strand will be needed for support, Phase 1 & 2 will be overlashing of existing plant.

Labor and Equipment

For construction labor and equipment, the successful bidder will have experience with the specified material, and references to substantiate experience should be supplied along with your bid. Bids should include the cost of all construction activities including (a) If needed, strand placement including bonding, guy installation and anchor installation, (b) installation / overlash of fiber optic cable on the strand and (c) direct bury and road boring. The scope of this bid does not include installation of power supplies, activation of the system, or performance testing. Unit pricing should be supplied in the form of **Part 2 – Detailed Cost Summary**.

Materials

The City of Elberton will supply all material and cabling, including pole line hardware. In the event incidental materials are not available from the City of Elberton and are provided by the Contractor, your bid will include a standard material pricing sheet from which materials will be charged.

Permits

The City of Elberton will obtain required Georgia Department of Transportation permits for this project and any necessary pole attachment permits. The contractor will be responsible for any dig tickets with Georgia-811 if needed. All planned construction under this contract is overhead/aerial and direct bury/underground, road/driveway bores.

Contract

An example of the construction contract is provided in **Part 5 – Construction Agreement** for review purposes only. The successful bidder will be required to enter into a contract substantially in this form. All bidders should read the contract document carefully including all exhibits of the contract and be able to execute the contract and meet all terms and conditions within 10 days of receiving a Notice of Award of bid.

Term

A Notice to Proceed will be given within 30 days of the execution of the construction contract. The project construction should commence immediately, and time is of the essence on this project. The project shall be completed within 18 months of the execution of the construction contract.

BID CONDITIONS / INSTRUCTIONS TO BIDDERS

These conditions are an integral part of this bid, and all vendors must comply with them in full.

1. **Bid Forms**

The Bid Package submitted by each Bidder shall include the following minimum information:

- Part 1 – Bid Certification
- Part 2 – Detailed Cost Summary
- Part 3 – Federal Work Authorization Form - Contractor Affidavit (notarized)
- Part 4 – Bid Bond
- Evidence of required Licenses/Certifications/Certificates of Insurance
- Qualifications and Experience with Description of similar projects and/or reference letters

2. **Alternative Bids**

Place alternative bids on a separate package of Bid Response forms. Any alternate bids must be submitted in a separate, clearly marked package using an additional set of Bid Response Forms.

3. **Vendor Records**

Vendors are encouraged to retain a copy of their submitted bid for their own records.

4. **Pricing**

All costs (including shipping/delivery, handling, taxes and all other costs) must be included in the total bid price as stated on the Bid Response forms.

5. **Reservation of Rights**

The City of Elberton reserves the right to accept or reject any or all bids, reserves all rights granted to it by law, and reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the City of Elberton.

6. **Signature Requirement:**

Each bidder/contractor must sign the bid with his/her signature and shall give his/her full business address on the form provided in this bid.

7. **Subcontractors**

No portion of this bid may be subcontracted without the prior written approval of the City. It may be in the best interest of the awardee to subcontract some parts of any job; however, the contractor will be held responsible by the City for the quality, delivery and all terms of conditions of this bid.

8. **Equal Opportunity**

The City of Elberton operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties, in compliance with national, state and local laws.

9. **Sealed Bid Delivery**

Bids must be sealed and clearly marked on the outside of the envelope as: *"Attn: City Clerk – Bid for FTTH Network Construction."* Submissions may be delivered by mail, overnight courier, or hand delivery at the location listed on the Invitation to Bid.

10. **Late Submissions**

No late bids will be accepted under any circumstances.

11. **Bid Opening**

Bids will be opened and read publicly in the Municipal Courtroom of City Hall, 203 Elbert Street, Elberton, GA 30635 at 2:00 p.m. on the designated date.

12. **Award Notification**

No bid award will be made at the time of the opening. The successful bidder will be contacted immediately following bid approval by the Elberton City Council. Vendors may contact the City Clerk's Office at 706-213-3100 who wish to know the result of the bid award.

13. **Discounts**

Discounts should be stated on the bid form. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Base bid prices must, however, be based upon the payment terms of the contract in Part 5, below. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

14. **Tax Exemption**

The City of Elberton is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from such taxes and the City of Elberton is making no representation as to any such exemption.

15. **Exceptions or Conditions**

The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.

16. **Pre-bid Conference**

A pre-bid conference is not mandatory. However, all bidders are encouraged to schedule an appointment to see the project design specifications and plans. Please contact David Dotson, Systems Engineer, at 706-213-3272 or ddotson@cityofelberton.net to schedule an appointment.

18. **References**

The City, prior to or after receipt of the contractor's bid, shall have the right to research work performed by the contractor. This research effort will be conducted by City personnel and its representatives, which may include site visits and interviews with anyone involved in such projects. Bidders are encouraged to attach a list of references pertaining to the scope of this project. Letters of reference are acceptable.

19. **Contractor Responsibilities**

The contractor will be required to provide a responsible on-site superintendent, assign qualified persons to the work, provide the equipment required to do the assigned task or accomplish the work, maintain records of expenditures, deliverables and progress, submit required reports on schedule, and maintain a clear line of communication for prompt resolution of problems.

20. **Area and Scope of Project**

The project area consists of two phases, phase one is primarily within the city limits of Elberton and phase two is in Elbert County, Ga., immediate to the city limits, located North, South, East and West of the City of Elberton. For exact specifications, please schedule an on-site visit to review the design plans.

21. **Bonds**

Bid Bond: A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to City of Elberton as a guarantee that the Bidder will not withdraw its bid for a period of ninety (60) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of the bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

Performance and Payment Bonds: In the event the Contract is awarded to the Bidder, Bidder will thereafter enter a written contract with City of Elberton and furnish a Payment and Performance Bond in an amount equal to the contract price. Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Georgia. The following exceptions to the bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

22. **Compliance Requirements**

Compliance with Georgia State Law, O.C.G.A. 13-10-91, the Illegal Immigration Reform and Enforcement Act of 2011. The successful bidder and chosen Contractor must comply with O.C.G.A. 13-10-91 and complete the Contractor's Affidavit. This State Law requires each Contractor providing the physical performance of services to the City of Elberton under a contract to use at all times during the performance of the contract the federal work authorization program commonly referred to as E-Verify. A sample of this affidavit is included in this bid packet. All bidders must use the E-Verify program, must be able to execute this affidavit, and must provide an E-Verify registration number if the bidder is awarded the bid and contract.

23. **Insurance**

The Contractor shall provide proof of insurance in the form of a current Certificate of Insurance. The certificate must confirm active coverage and state that the policy will not be canceled or materially altered without 30 days' prior written notice. Required coverage must include General Liability for products and services with the following minimum limits:

1. Bodily Injury – \$1,000,000 per person; \$2,000,000 per occurrence.
2. Property Damage – \$1,000,000 per claim; \$2,000,000 aggregate over 12 months.
3. Automobile Liability – Includes both bodily injury and property damage.

BID RESPONSE FORMS – Complete and Return Part 1 – Part 4

PART 1: BID CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated, all bid prices, and certify that I am authorized to sign for the bidder.

Vender: _____

Address: _____

City/State/Zip: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

Print Name: _____

Sign Name: _____

Title: _____

Date Certified: _____

State maximum time this bid will be in force (minimum 60 days) _____

State earliest possible start date if bid awarded on 08/04/2025 _____

State anticipated length of time for project completion. _____

Please attach additional information, exceptions, and reference information to this form.

PART 2: DETAILED COST SUMMARY

	Total Rate	Bid	Estimated	Extended
Cost Description	per Unit	Units	Total Units	Cost
Install Strand & Bonding, Guying and Anchors (if required)	\$	Strandfoot		\$
Placement of Fiber on Strand (OL)*	\$	Fiber foot	607,118	\$
Placement of Fiber Direct Bury	\$	Fiber foot	50,729	\$
Placement of Fiber Road/Driveway Bore	\$	Fiber foot		\$
TOTAL				\$
*For first and second fiber jointly				

PART 3: FEDERAL WORK AUTHORIZATION FORMS

1. CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer (OWNER)

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

Executed on _____, 20__ in _____(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

2. SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with:

[Name of CONTRACTOR who has contract with OWNER]
on behalf of OWNER has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer (OWNER)

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

Executed on _____, 20__ in _____(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

PART 4: BID BOND

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

_____ as PRINCIPAL,

and _____ as SURETY,

hereby held and firmly bound unto _____

as OWNER in the penal sum of _____ for

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

Signed, this _____ day of _____, 20 _____.

The Condition of the above obligation is such that whereas the PRINCIPAL has submitted to

_____ a certain
BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

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

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

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

(Principal) (L.S.)

(Surety)

By:_____

Name _____
(typed or printed)

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Resident Agent in State in which Work is to be performed:

Name _____

Address _____

Telephone No. _____

END OF SECTION

PART 5: CONSTRUCTION AGREEMENT AND EXHIBITS

CONTRACT FOR CONSTRUCTION OF FTTH NETWORK

This CONSTRUCTION AGREEMENT is made and entered into on this _____ day of _____ in the year _____, between the City of Elberton, Georgia (hereinafter referred to as the "Owner"), and _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. The Contractor will perform the work as described in **Exhibit A**, attached hereto and incorporated as part to this agreement by reference.
2. The Contractor will furnish all tools, equipment, and labor, of every description, necessary to complete the work specified.
3. The Contractor will employ competent and experienced personnel and will complete the work in a good, firm, substantial and workmanlike manner in strict accordance with such plans and specifications as furnished by the Owner. All work of the Contractor will be subject to the inspection and approval of the Owner.
4. The Contractor will perform all work with proper dispatch. Contractor shall not be penalized for delay when materials fail to be delivered as specified or shipping damage to material occurs. All work shall be performed and completed within **18 months** from the execution date of this agreement first written above.
5. Owner will hold five percent (5%) retainage on all invoices until successful completion of the project.
6. For the work performed by the Contractor under this contract, the Owner will pay only for work completed in accordance with unit prices detailed in **Exhibit B**, attached hereto and incorporated as part to this agreement by this reference and as otherwise herein stated. The Contractor will render invoices to the Owner for the work completed during the preceding period and will attach to such invoices a detailed summary of work completed during the preceding period and the contract period to date in a form acceptable to the Owner. The Contractor will render an invoice for a period of no less than one week. Within ten (10) days after the receipt of an invoice, the Owner will inspect the work, verify the invoice quantities, and pay the Contractor for the work covered by the invoice and completed in accordance with this agreement less retainage.
7. The Contractor will comply with all applicable laws and with all the requirements of any federal, state, or local authorities having jurisdiction over said work or any matters connected therewith. Contractor will also comply with all requirements contained in *Contractor Requirements* attached hereto as **Exhibit C** and incorporated as part to this agreement by reference.
8. Should the corporate name(s), principal(s), owner(s), partner(s), or corporate status of either the Owner or Contractor be modified or changed during the term of this contract, this agreement shall rule and shall not be null or void.

9. The Contractor shall provide and maintain, at his own expense, all such safeguards as may be necessary to effectively prevent accident, injury, or damage to property or persons during the prosecution of the work. The Contractor shall indemnify and hold harmless the Owner against any and all damages, suits, and demands growing out of or in any way connected with the performance of the work and will carry and pay for liability insurance fully protecting the Owner against all such claims.
10. In the event the Contractor violates any of the provisions of this contract, or the quality or quantity of the work performed is, in the sole judgment of the Owner, substandard and/or unsatisfactory, or for any reason, the Owner shall have the right to cancel this contract upon thirty (30) days written notice to the Contractor.
11. Unless sooner terminated as herein provided, this contract shall be effective for 366 days from the date thereof.
12. The Contractor acknowledges and agrees that the Owner must approve any person, firm or other party to whom it is proposed to award a subcontract under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall be deemed an original.

CONTRACTOR:

Attest:

By: [name], [title]

OWNER:

CITY OF ELBERTON, GEORGIA

Attest:

Cindy Churney, City Clerk

By: Kevin Eavenson, City Manager

EXHIBIT A

Description of the Project

Supply all labor, tools, and equipment to construct an overbuild to the City of Elberton's existing telecommunications system of approximately 124 miles of fiber-to-the-home construction in the City of Elberton and in rural areas of Elbert County, to the design specifications of the Owner. Specifications included the installation of multiple count fibers, lashing of first and second fiber optic cabling and direct bury of fiber with road/driveway bore as needed.

EXHIBIT B

Detailed Cost Summary

	Total Rate	Bid	Estimated	Extended
Cost Description	per Unit	Units	Total Units	Cost
Install Strand & Bonding, Guying and Anchors (if required)	\$	Strandfoot		\$
Placement of Fiber on Strand (OL)*	\$	Fiber foot	607,118	\$
Placement of Fiber Direct Bury	\$	Fiber foot	50,729	\$
Placement of Fiber Road/Driveway Bore	\$	Fiber foot		\$
TOTAL				\$
*For first and second fiber jointly				

EXHIBIT C

Contractor Requirements

The following are intended to provide general requirements for utility contractors performing work for the City of Elberton FTTH network construction. They are supplemental requirements on specific projects and to any requirements that may be noted on the plans for a specific project. If during the course of work on a specific project the contractor fails to meet any of these requirements, the City of Elberton reserves the right to stop work until all requirements are met.

I. Qualifications

The contractor shall meet all applicable qualifications as outlined in this section.

A. References

The contractor shall provide the City of Elberton with references of previous work history indicating company name, address, telephone number, and contact person. This should also include the scope of work performed and any like details of the project. This information shall be provided in writing. The City of Elberton reserves the right to reject any contractor with unsatisfactory references.

B. Resources

The contractor must have sufficient resources to complete the project by the Completion Date, and maintain timely progress as determined by the City of Elberton. The contractor should consider existing commitments in determining adequate personnel and equipment availability throughout the project so as to stay on schedule and finish all work by the Completion Date.

C. Certifications

The contractor shall possess necessary certifications for the contractor as an entity, for individuals in its employ, and for all associated equipment to complete the project by the Completion Date. Any reference made to necessary certifications includes but is not limited to conforming to the standards of a technical society, organization, body, code or standard. In a case where the City of Elberton establishes a more stringent qualification, the more stringent qualification shall prevail. In addition, necessary qualifications shall include all applicable requirements of local codes, utilities, and any other authority having jurisdiction.

II. Licensing

The contractor shall have all necessary licenses and permits to complete the project by the Completion Date. All licenses and permits must give the contractor authority to perform work set forth by the project including similar licensing for reference in the contractor's state of origin.

III. Insurance

The contractor shall provide to the City of Elberton proof and scope of insurance coverage in the form of a Certificate of Insurance currently in force. The Certificate of Insurance must list the City of Elberton as additional insured and will not be cancelled or materially altered unless at least 30 days prior written notice has been given to the City of Elberton. This coverage must include General Liability for products and services and shall include:

1. Bodily injury coverage in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.
2. Property damage insurance in an amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of 12 months.
3. Automobile liability including bodily injury and property damage.

IV. Warranty

The contractor shall give warranty on workmanship and installation for a period of one year from the date of the final invoice being presented for payment. Any defects discovered within one year shall be reported by the City to the contractor in writing, and the contractor shall repair or replace the defective work at the contractor's expense within 30 days of notice.

V. Indemnification

The contractor shall indemnify and hold harmless the City of Elberton and its agents and employees from and against all claims, damages, losses and expenses including claims, consultants' and attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damages, losses, or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by willful 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.

In any and all claims against the City of Elberton, or any of its agents and employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation 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' compensation acts, disability benefit acts or other employee benefit acts.

VI. Definitions

A. Contractor – Entity bidding on job, having met all requirements set forth in the *Contractor Requirements*, and a party to the Construction Agreement, or the authorized and legal representative of such party

B. Owner – The City of Elberton, Georgia, or its authorized representatives

C. Work / Project – The entire completed construction required to be furnished under contract documents

D. Completion Date – 18 months from the execution date of the contract

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

PRINCIPAL, and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of _____
_____ Dollars (\$_____)

in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the ___ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice

to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment" wherever used in this BOND, and whether referring to this BOND or the CONTRACT shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall
(number)
be deemed an original, this the ____ day of _____, 20 ____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____(s)

Name _____
(typed or printed)

(Address)

(Witness as to Principal)

(Address)

ATTEST:

Surety

Witness to Surety

By: _____
Attorney-in-Fact

(Address)

(Address)

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Resident Agent in State in which Work is to be performed:

Name _____

Address _____

Telephone No. _____

END OF SECTION

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

PRINCIPAL, and _____
(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____

_____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the ____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any such authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, supplies, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor costs incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall
(number)
be deemed an original, this the ____ day of _____, 20 ____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By: _____(s)

Name _____
(typed or printed)

(Address)

(Witness as to Principal)

(Address)

ATTEST:

Surety

Witness to Surety

By: _____
Attorney-in-Fact

(Address)

(Address)

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Resident Agent in State in which Work is to be performed:

Name _____

Address _____

Telephone No. _____

END OF SECTION



NO BID RESPONSE FORM

City Clerk
P.O. Box 70
203 Elbert Street
Elberton, GA 30635
Fax No. 706-213-3125
Email: cchurney@cityofelberton.net

Complete this form if you do **NOT** intend to respond to this bid request. Failure to do this may result in your firm being removed from our bid list for this service.

NAME OF BID: _____ OPENING DATE: _____

1. Specifications too tight (please explain) _____
2. Specifications are unclear (explain below). _____
3. We are unable to meet specifications. _____
4. Insufficient time to respond. _____
5. Our schedule would not permit us to perform within the required time. _____
6. We do not offer this product or service. _____
7. Remove us from your bidder's list for this particular commodity or service. _____
8. Keep our name on your bidder's list for future reference. _____
9. Other (specify below). _____

FURTHER REMARKS (e.g., name, address, phone or fax changes)

COMPANY NAME: _____ DATE: _____

NAME/TITLE: _____ SIGNATURE: _____