DEPARTMENT OF PUBLIC WORKS

OFFICIAL BID DOCUMENTS

DUNWOODY TRAILWAY WAYFINDING PROJECT

ITB 26-02

BID OPENING DATE:
2:00 PM, MAY 14, 2026

City of Dunwoody Georgia

4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678-382-6700

ITB 26-02

The City of Dunwoody is soliciting competitive sealed bids from qualified contractors for the **DUNWOODY TRAILWAY WAYFINDING PROJECT** for the Department of Public Works.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the ITB number and Company Name. Bids will be received until **2:00 P.M**. local time on **May 14, 2026** at the City of Dunwoody, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 2:05 P.M. Apparent bid results will be available the following business day on our website www.dunwoodyga.gov.

A **Pre-Bid Conference** will be held at **1:00 p.m.** on **Tuesday, April 28, 2026** at the City of Dunwoody City Hall, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338. The conference will include a review of the Bid Documents, and a question-and-answer period. Attendance at the Pre-Bid Conference is required. Bidders are expected to be familiar with the Bid Documents and to provide the city with any questions regarding the Bid Documents at the Pre-Bid conference or by the deadline for questions to be submitted.

Questions regarding bids should be directed to John Gates, Purchasing Manager, via email at Purchasing@dunwoodyga.gov no later than the close of business on **Thursday, May 7, 2026.** Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

The written bid documents supersede any verbal or written prior communications between the Parties.

If a contract is awarded, it will be made to the lowest responsible bidder whose base bid proposal shall have met all of the prescribed requirements. The City reserves the right to reject any or all bids, to waive technicalities and to make an award deemed in its best interest. The low bid will be determined based on the sum of the base bid and any alternates selected by the city.

All companies submitting a bid will be notified in writing of award. We look forward to your bid and appreciate your interest in the City of Dunwoody.

John Gates

Purchasing Manager

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Lynn Deutsch Mayor
Eric Linton ICMA-CM City Manager
Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1
Rob Price City Council Post 2
Tom Lambert City Council Post 3

Stacey Harris City Council Post 4
Joe Seconder City Council Post 5
John Heneghan City Council Post 6

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BID INSTRUCTIONS
ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

CITY OF DUNWOODY
DEPARTMENT OF FINANCE AND ADMINISTRATION – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS

These Instructions will apply unless a particular item is specifically addressed in the solicitation document or not relevant to the particular type of good or service.

1. PREPARATION OF BIDS:

A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

C. Individuals, firms and businesses seeking an award of a City of Dunwoody contract may not initiate or continue any verbal or written communications regarding a solicitation with any city officer, elected official, employee or other city representative without the permission of Purchasing between the date of the issuance of the solicitation and the date of the final contract award. Violations will be reviewed by the Purchasing Manager. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

2. BID TIME TABLE. The anticipated schedule for the bid process is as follows:

Bid Documents Posted	**Thursday, April 16, 2026**
Pre-Bid Conference	**1:00 PM, Tuesday, April 28, 2026**
Deadline for submission of questions	**5:00 PM, Thursday, May 7, 2026**
Deadline for submission of Bid	**2:00 PM, Thursday, May 14, 2026**
Bids Valid Until…….	**Wednesday, August 12, 2026**

3. EXPLANATION TO BIDDERS:

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

4. SUBMISSION OF BIDS:

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

B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.

C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the city, at no expense to the city. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.

D. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.

E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.

F. The bidder must certify that the items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

G. Unsigned bids will not be considered except in cases where a bid is enclosed with other documents, which have been signed. The city will determine this.

H. The City of Dunwoody is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by the city. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated into city construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

I. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

5. WITHDRAWAL OF BID DUE TO ERRORS:

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

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

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

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

6. F.O.B. POINT:

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

7. PATENT INDEMNITY:

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

8. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):

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

9. AWARD:

A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the city, and the delivery terms will be taken into consideration in making the award. The city may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the city that such bidder is properly qualified to carry out the obligations of the contract.

B. The city reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

C. The city reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

10. DELIVERY FAILURES:

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

11. CITY FURNISHED PROPERTY:
No material, labor or facilities will be furnished by the city unless so provided in the invitation to bid.

12. REJECTION AND WITHDRAWAL OF BIDS:
Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

13. CONTRACT:

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

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

C. When the contractor has performed in accordance with the provisions of this agreement, the City of Dunwoody shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

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

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

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

17. SUBSTITUTIONS:

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

18. INELIGIBLE BIDDERS:

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

19. BUSINESS LICENSE:

Each successful bidder shall provide evidence of a valid city of Dunwoody business license if the bidder maintains an office within the City of Dunwoody. Unincorporated, out of city, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by city ordinance or resolution.

20. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

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

21. TAX LIABILITY:

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

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

22. GENERAL CONTRACTORS LICENSE:

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

23. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The city believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the city encourages the incorporation of environmental sustainability into proposals.

BID INSTRUCTIONS
ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

DIRECTIONS TO DUNWOODY CITY HALL

From I-285 take Exit 29 (Ashford-Dunwoody Rd.) and turn North. At the eighth traffic light, turn left on Ashford Gables Drive. The entrance to the parking lot for 4800 Ashford Dunwoody Rd is on the right. The City of Dunwoody offices are on the second floor.

END OF BID INSTRUCTIONS SECTION 0100

BID CHECKLIST
ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

ATTENTION

IN ORDER FOR CONTRACTOR BID PACKAGE TO BE CONSIDERED RESPONSIVE, THE FOLLOWING FORMS OR INFORMATION MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL. **COMPLETE AND RETURN THIS FORM WITH YOUR BID**:

- □ USE THE CITY BID SCHEDULE AND FORWARD WITH THE SEALED PROPOSAL FORM.
- □ ACKNOWLEDGE APPLICABLE ADDENDA.
- □ PROVIDE 5% BID BOND – BOND REQUIREMENTS ARE CLEARLY STATED IN THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT PURCHASING.
- □ RETURN APPLICABLE COMPLIANCE AFFIDAVIT SHEETS/ SPECIFICATION SHEETS.
- □ QUALIFICATIONS SIGNATURE AND CERTIFICATION
- □ PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
- □ STATEMENT OF BIDDERS QUALIFICATIONS AND REFERENCES
- □ CORPORATE CERTIFICATE
- □ SUBCONTRACTOR LISTING

FAILURE TO RETURN THE ABOVE DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

1. All Bidders are required to submit a **Bid Bond** or a certified check made payable to the City of Dunwoody in the amount of **five percent (5%)** of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.

2. The **awarded bidder** will be required to furnish a Performance Bond equal to **100%** of the contract amount and a Payment Bond equal to **100%** of the total contract amount. Insurance coverage shall be provided as required by the contract documents. Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-V or higher.

3. The awarded bidder will be required to submit Maintenance Bond valid for 12 months in the amount of the total bid. Maintenance Bond shall be provided at Final Acceptance.

4. The Contractor shall provide insurance for the project as outlined below:

City of Dunwoody
INSURANCE REQUIREMENTS

Within ten (10) days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
   - (a) Employers Liability:
     Bodily Injury by Accident - $1,000,000 each accident
     Bodily Injury by Disease - $1,000,000 policy limit Bodily
     Injury by Disease - $1,000,000 each employee

2. Commercial General Liability Insurance
   - (a) $1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective with a $2,000,000 general aggregate limit.
   - (b) Blanket Contractual Liability
   - (c) Blanket "X", "C", and "U"
   - (d) Products/Completed Operations Insurance
   - (e) Broad Form Property Damage
   - (f) Personal Injury coverage
   - (g) Include Additional Insured Status for the City of Dunwoody
   - (h) Provide Waiver of Subrogation in favor of the City of Dunwoody

3. Auto Liability Insurance
   - (a) $1,000,000 limit of liability per occurrence for bodily injury and property damage
   - (b) Comprehensive form covering all owned, non-owned, leased, and hired vehicles
   - (c) If no owned autos, must provide proof of hired and non-owned auto liability
   - (d) Include Additional Insured Status for the City of Dunwoody

(e) Provide Waiver of Subrogation in favor of The City of Dunwoody

4. Umbrella Liability Insurance - $1,000,000 limit of liability
   (a) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
   (b) Confirm General, Automobile and Employers Liability are included as underlying policies

5. The City of Dunwoody, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Dunwoody and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement.
Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: City
of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

SCOPE OF WORK

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

The Dunwoody Gateway Signs project work consists of site preparation, monument sign installation, lighting and landscaping at 15 locations identified in the construction drawings. The Bid also includes an add alternate for 9 of the 15 locations.

Specifications and Construction plans can be accessed and downloaded at the following link:

2026.03.25 Specifications & Drawings Dunwoody Trail Wayfinding_Final Combined.pdf

The contractor shall furnish all materials, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Dunwoody Director of Public Works or his representative.

Unless otherwise specified, the project shall be completed in compliance with the Construction Documents prepared by TSW dated and stamped **March 25, 2026**, and the bid documents including all appendices and addenda. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, and supplies as required to complete the work in accordance with the plans, specifications as directed, and the terms of this contract. The contractor is responsible for inspecting the site and for being thoroughly familiar with all bid and contract documents.

Any item which must be removed during the work and which is not specifically called for shall be removed by the contractor. The cost shall be included in other unit price bid items. No claims will be considered for extra compensation.

Minimum Contractor Qualifications

The contractor must meet Georgia contractor licensing requirements. The contractor shall have been a licensed general contractor engaged in construction and successful completion of work of similar character and magnitude for at least **five years** and shall demonstrate the financial ability to perform the work.

Schedule

Notice to Proceed is expected to be given in the month of July, 2026 and the contractor shall mobilize within 10 days of receiving notice to proceed. Work shall be completed within **180 days** of Notice to Proceed. Once construction begins in an area, the contractor shall work diligently and without delay to complete the work in order to minimize disruption to the property owners. Delay

in completion of the project results in additional management and testing costs to the City and erosion of public confidence and goodwill. The failure or delay in completing work on time will result in daily deductions (liquidated damages) as outlined in **Special Conditions, Section 850, Article 2.3.**

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

General Notes:

1. The Contractor is responsible for calling for utility locations prior to the start of work. The Contractor shall locate below ground and above ground utilities that may be affected by the work using whatever means may be appropriate. It shall be the Contractor's responsibility to coordinate his work with any utility owner who may be in conflict with his work. No claims will be considered for extra compensation.

2. The Specifications, the Drawings, and other Contract Documents shall be complementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be binding as if indicated, called for, or implied by all. If conflicts or discrepancies between the bid documents, drawings and referenced specifications arise during the course of the construction work, the conflicts or discrepancies shall be immediately brought to the attention of the city's project representative, who will evaluate the conflict or discrepancies based on the design intent, ultimate use, and/or intended goal(s) of the of the project. If the conflict cannot be satisfactorily resolved in this way the most stringent requirements will apply.

3. Upon the completion of each work, any excess items which might be left over from the construction related work shall be removed and disposed of properly by the Contractor. The cost for such removal and disposal of such items will be included in the bid. No claims will be considered for extra compensation. Final cleaning instructions are included under 3.05 and 3.08 of Section 01 7000 contained in the Specifications.

4. The Contractor will be responsible for restoring lawns and landscaped areas to pre-construction conditions. This includes reconnecting or repairing any damaged irrigation systems, installing new turf, and replacing any bed materials that have been removed. Unless otherwise noted on the plans, turf replacement shall be with materials of like kind (i.e. Bermuda sod with Bermuda sod, fescue seed with fescue seed, etc.). The Contractor is responsible for verifying the presence of irrigation systems and for coordinating relocation with the property owner. Mailboxes are to be reset or replaced in kind.

5. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Dunwoody, Georgia, Public Works Director or City of Dunwoody, Georgia or Public Works Designee".

6. Contractor shall have all vehicles marked with their company name.

7. The Contractor will conduct, at Dunwoody City Hall, one (1) overall contract pre-construction meeting shortly after award of the contract, and monthly progress meetings as outlined under 3.02 of Section 01 3000 contained in the Special Conditions.

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8. The City of Dunwoody will not provide restroom facilities on site.

9. The Contractor shall perform project housekeeping/clean-up on a daily basis. A 24-hour contact must be provided to the City of Dunwoody for all issues as needed in regards to the project for any safety, signage, or other emergency as needed.

10. All work shall be contained within the public right of way and easements areas indicated on the plans. The Contractor shall not park, work or store materials outside of the right of way and easement areas without providing written permission from the property owner. Failure to obtain permission from property owners may result in citations.

11. The Contractor shall provide supervision for the work and have a responsible foreman continuously on the job. There shall be at least one person in a position of responsibility on the site at all times who can communicate effectively in English.

12. All services provided by Contractor shall be performed in a workmanlike and professional manner to the satisfaction of the city. Contractor warrants that all material, equipment, and workmanship furnished hereunder shall be free from fault or defect and suitable in appearance without cracks or degradation and for the purposes for which they were installed.

13. The successful Bidder will be permitted to sublet a portion of the work. However, the successful Bidder acting as Prime Contractor shall perform, with his own organization, work amounting to not less than **thirty-five percent (35%)** of the total contract cost, including materials, equipment, and labor. Purchase of materials and rental of equipment by the Prime Contractor for use by a Subcontractor will not be allowed when computing the 35% limitation.

BASE BID

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT			
*Items in the Base Bid will use Urban Design shown in 1/LS-401			
SITE NO.	**DESCRIPTION**	**UNIT**	**COST**
S1*	PERIMETER CENTER W AT PERIMETER CENTER PKWY NE/OLDE PERIMETER WAY	LUMP SUM	
S2*	PERIMETER CENTER PKWY AT DUNWOODY MARTA STATION	LUMP SUM	
S3	HAMMOND DR AT DUNWOODY MARTA STATION	LUMP SUM	
S4*	HAMMOND DR AT ASHFORD DUNWOODY RD	LUMP SUM	
S5*	ASHFORD DUNWOODY RD AT PERIMETER CENTER E	LUMP SUM	
S6*	ASHFORD DUNWOODY RD AT PERIMETER CENTER W	LUMP SUM	
S7*	ASHFORD DUNWOODY RD AT MEADOW LN	LUMP SUM	
S8	TWO BRIDGES TRAIL AT TWO BRIDGES PARK	LUMP SUM	
S9	TWO BRIDGES TRAIL AT OLD SPRING HOUSE LN	LUMP SUM	
S10*	CHAMBLEE DUNWOODY RD AT OLD SPRING HOUSE LN	LUMP SUM	
S11*	CHAMBLEE DUNWOODY RD AT KENT AVE	LUMP SUM	
S12*	N SHALLOWFORD RD AT DUNWOODY PARK	LUMP SUM	
S13	DUNWOODY TRAILWAY AT BROOK RUN PARK	LUMP SUM	
S14	DUNWOODY TRAILWAY AT BARCLAY DR	LUMP SUM	
S15	BARCLAY DR AT N PEACHTREE RD	LUMP SUM	
		Base Total	

ADD ALTERNATE BID

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT		
DESCRIPTION	**UNIT**	**ADD ALTERNATE COST**
Sites 1, 2, 4, 5, 6, 7, 10, 11 and 12 add Granite Base Design for Urban Nudge sign as shown in 1/LS-402	LUMP SUM	

The Bid Items provided for in the Base Bid Schedule are intended to be the only pay items under which the Contractor will be compensated for work described above. The Contractor shall examine the requirements of the work and the pay items in the Bid Schedule and include all labor, equipment, materials, appurtenances, overhead, profit, vehicles, and all other things incidental for the completion of the work as specified.

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

Certification of Non-Collusion in Bid Preparation _____
Signature Date

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In compliance with the attached specifications, the undersigned offers and agrees to furnish any or all of the items upon which prices are bid, at the price set opposite each item, within the time specified in the Bid Documents.

Legal Business Name _____

Federal Tax ID _____

Address _____

_____

Does your company currently have a location within the City of Dunwoody? Yes ☐ No ☐

Representative Signature _____

Printed Name _____

Telephone Number _____

Email Address _____

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

Name of Contractor: _____

Address of Contractor: _____

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

_____
(Name of Surety)

_____
(Address of Surety)

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

(Name of Obligee) City of Dunwoody Georgia
(Address of Obligee) 4800 Ashford Dunwoody Rd
Dunwoody, Georgia 30338

herein after referred to as Obligee, in the 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 and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Dunwoody, Georgia, a proposal for furnishing materials, labor and equipment for**: DUNWOODY TRAILWAY WAYFINDING PROJECT**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within 10 days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Dunwoody, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Dunwoody, Georgia, each in an amount of 100 percent of the total Contract Price, in form and with security satisfactory to said the City of Dunwoody, Georgia, and otherwise, to be and remain in full force and virtue in law; and The Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Dunwoody, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. and SS 36-86-101, et. Seg., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 20___

ATTEST:

_____ _____
(Principal Secretary) (Principal)
(Seal)

BY: _____

_____ _____
(Witness to Principal) (Address)

_____
_____

(Address)

_____
(Surety)

ATTEST:

_____
(Attorney-in-Fact) and Resident Agent

_____
(Attorney-in-Fact)
(Seal)

_____
(Address)

_____
(Witness as to Surety)

_____
(Address)

_____

AFFIDAVITS
ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

Solicitation No. _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs 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], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dunwoody at the time the subcontractor(s) is retained to perform such service.

_____
E-Verify * User Identification Number

Company Name
_____

_____
BY: Authorized Officer or Agent Date
(Contractor Signature)

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

_____
Notary Public

My Commission Expires:
_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

QUALIFICATIONS SIGNATURE AND CERTIFICATION

(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services 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 the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized
Signature_____Date_____

Print/Type
Name_____

Print/Type

Company Name _____

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

Company Name: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Legal Name of Bidder: _____

Permanent Main Office Address: _____

_____

1. When organized? _____
2. If a Corporation, where incorporated? _____
3. Number of years engaged in the contracting business under your present firm or trade name? _____
4. Credit Available for this contract? _____
5. Projects/work now in progress and expected completion: _____

   _____
6. Contracts now in hand (Gross Amount): _____

   _____
7. General character of work performed by your company: _____
8. Total number of Employees on your Company Payroll at time of Bid: _____

   _____
9. In the past 3 years, have you failed to complete a project within the original contract time? _____
10. If so, where and Why? _____

    _____
11. Have you ever defaulted on a Contract? If so, where, and why? _____

    _____
12. List projects completed by your company that were similar to this project and whom may be contacted as reference to your being a qualified and responsible bidder for this type of work:

PROJECT	COST	COMPLETED	CONTACT	PHONE

Company Name:

13. Background and experience of the principal members of your organization, including officers:

_____

_____

14. Have you ever refused to sign a Contract at the original bid? If so, where and why?

_____

_____

15. Give bank reference: _____

16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, _____, certify that I am a principal or other representative of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

BIDDER: _____
(company name)

By: _____
(name signed)

_____
(name printed or typed)

Title: _____

Date: _____

Subscribed and sworn to me this ___ day of _____, 20___.

NOTARY PUBLIC: _____
(name signed)

_____
(name printed or typed)

Commission Expires: _____
(Date)

(SEAL)

CORPORATE CERTIFICATE

(Bidder to sign and return)

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 (title)_____ of said Corporation; that said bid 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_____

_____(Seal)

(Signature)

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

Company Name: _____

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

SUBCONTRACTOR LISTING

Pursuant to bidding requirements for the work titled: **ITB 26-02 DUNWOODY TRAILWAY WAYFINDING PROJECT.** Names of subcontractors from whom quotes, proposals, bids, or other information used to build the Bid were obtained and are proposed by the bidder for subletting, should be listed and **included with the bid**.

Portion of the Work:	**Subcontractor Name & Address**:
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

USE ADDITIONAL SHEETS IF REQUIRED

Bidder: _____

By: _____

Title: _____

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

APPENDIX A
SAMPLE CONTRACT AND GENERAL CONDITIONS
DO NOT SIGN CONTRACT. DO NOT SUBMIT WITH BID.

CONTRACT

This **CONTRACT** made and entered into this _____day of _____, 20_____ by and between Dunwoody, Georgia (Party of the First Part, hereinafter called the City), and **,** (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said City, for the consideration herein mentioned and under the provision of the Performance Bond and Payment Bond required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with the drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, Addenda, Bid Documents the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts to this Contract, and together are known as the Contract Documents. The work covered by this Contract includes all work shown on plans and specifications and listed in the conditions and specifications to wit:

(Description)

The Contractor awarded work under this contract shall commence work within ten (10) days after the issuance of the Notice to Proceed and shall fully complete all work hereunder within
consecutive calendar days from and after said date.

If said work is not completed within the time stated, the Contractor shall be liable and hereby agrees to pay the City as liquidated damages and not as a penalty, the amount as outlined in Section 108.08 of GDOT's Standard Specifications as liquidation of the extra expense incurred by the City and liquidated damages to the City.

The City shall pay and the Contractor shall receive the prices stipulated in the proposal hereto attached as full compensation for everything furnished and done by the Contractor under this contract, which shall in no event exceed ($) based on the proposal which sum shall be paid in the manner and terms specified in the Contract Documents, but before issuance of certificate of payment, if the Contractor shall not have submitted evidence satisfactory to the City that all payrolls, materials bills, and other indebtedness connected with the work have been paid, the City may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the City to the payment of such just claims.

When the Contractor has performed in accordance with the provisions of this Contract, City shall pay to the Contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the Contract, the sum so requested, less the retainage stated in this Contract, if any. In the event that the City fails to pay the Contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the Contract, the City shall pay the Contractor interest at the rate of l/2% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of the pay request. The Contractor's acceptance of progress payments or final payment shall release all claims for interest on said payments.

SAMPLE

It is further mutually agreed between the Parties hereto that if, at any time after the execution of the Contract and the Performance Bond for its faithful performance and the Payment Bond, the first party shall deem the surety or sureties upon such bond to be inadequate to cover the performance of the work, the second party shall, at its expense, within five (5) days after the receipt of notice from the first party to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the first party. In such event, no further payment to the second party shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the first party.

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

SAMPLE

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch, Mayor
City of Dunwoody, Georgia

ATTEST:

_____
Signature

_____
Print Name
City Clerk/ City of Dunwoody

APPROVED AS TO FORM:

_____
Signature
City of Dunwoody Staff Attorney

SERVICE PROVIDER:_____

BY:_____
Signature

_____
Print Name

_____
Title

ATTEST:

_____
Signature

_____
Print Name
Corporate Secretary
(Seal)

SAMPLE

GENERAL CONDITIONS
ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

These General Conditions will apply unless a particular item is specifically addressed in the solicitation documents

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

2. REGULATIONS

2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3. WORK HOURS

3.1 Unless otherwise noted in the General Conditions or Special Provisions, the Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.

3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.

3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

4. CONTRACTOR'S PERSONNEL

4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.

4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.

4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.

4.8 While working on city property all Contractors' employees shall wear (when appropriate) neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Specification.

4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.

4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. SECITON NOT USED

6. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Contractor to provide all tools, parts, equipment, utility service and parking necessary to perform work under this Contract.

7. PERFORMANCE REQUIREMENTS

7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

7.2 The Contractor's personnel shall perform work in a neat and professional manner, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.

7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative.

7.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project.

8. CONFIDENTIAL INFORMATION

8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.

8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.

8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.

8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

9. USE OF PREMISES

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each workday, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

10. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. The Contractor shall perform all services in compliance with applicable Federal, State and local health and safety laws and regulations. Neither the giving of such special instructions by the city nor the adherence thereto by the Contractor shall relieve the Contractor of the sole responsibility to maintain safe and efficient working conditions. The Contractor shall require employees to wear protective clothing, reflective vests, masks, eye protection etc. during any operation as required or directed by applicable laws, regulations, ordinances, and/or manufacturer of materials or equipment.

11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.

11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.

11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.

11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.

11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody, GA 30338.

12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.

12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.

12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of the Official Code of Georgia Annotated and relevant State Rules and Regulations.

13. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

14. INDEMNIFICATION AND INSURANCE

14.1 The Contractor shall indemnify, defend and hold completely harmless the City, TSW, and the members (including, without limitation, members of the City's Council), officers, employees and agents of each, with regards to Paragraph 14, each and all collectively referred to as the City, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City

agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention exceeding $100,000, if the Contract is $1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, unless approved by the City Manager.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than $100,000 for "each accident," $500,000 for "disease policy limit," and $100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS ($1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

14.7.4 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

14.7.5 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 15.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon

written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

15.1 A surety Bond/Letter of Credit is not required for this Contract.

15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "A" Financial Rating and a Financial Size Category of "Class V" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

16. CONTRACT ADJUSTMENTS

16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.

16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

17. SUBCONTRACTORS

17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any

obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.

17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third-party beneficiary hereof.

17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

18. DEFAULT AND TERMINATION

18.1 In the event that:

18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or

18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or

18.1.3 the Contractor's occupational or business license shall terminate, or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

18.1.7 There is any assignment by the Contractor of this Contract or any of the Contractor’s rights and obligations hereunder for which the City has not consented in writing; or

18.1.8 The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City’s damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had

any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the vent of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

19. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative and an Assistant Representative designated to serve in that capacity in the absence of the CITY'S AUTHORIZED REPRESENTATIVE, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CITY'S AUTHORIZED REPRESENTATIVE have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

20. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's and County's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

21. NOTICES

21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

21.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered

upon actual delivery, or one (1) day following submission to a nationally recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

21.3 Either party may change its notice address by written notice to the other given as provided in this section.

22. NONDISCRIMINATION

22.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

22.1.1 Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

22.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital

status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

23. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

24. GENERAL PROVISIONS

24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, the Intergovernmental Agreement, and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.

24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City or County, and the Contractor shall indemnify and save the City, as described in Paragraph 14, harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City

24.6 The section headings herein are for the convenience of the City and the Contractor and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

24.9 If the City/County shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City/County shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

24.10 The City/County shall have the right to recover from the Contractor all of the City's/County's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

24.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City/County.

24.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.

24.13 The City/County may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City/County shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City/County so cures a default by the Contractor, all costs and expenses incurred by the City/County in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City/County which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City/County, the Contractor shall so advise the City in writing of the amount of the extra charges. The City/County is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City/County for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City/County, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City/County and the Contractor with respect to any employee of the Contractor or of its subcontractors.

24.16 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses

of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors, and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

24.17 The Contractor and subcontractors shall prepare and provide the City/County with all detailed reports as required under the Contract on a timely basis. The City/County reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

24.18 There are no third-party beneficiaries to this Contract and nothing contained herein shall be construed to create such.

24.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.

24.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

24.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

24.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs,

alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.

24.23 The Contractor, the City, and the County hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

24.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

24.25 Contractor must adhere to the City's Travel Policy.

* * * * * * * END OF GENERAL CONDITIONS * * * * * * *

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ARTICLE 1 – THE WORK

1.1 Summary of the Work

The Dunwoody Gateway Signs project work consists of site preparation, monument sign installation, lighting and landscaping at 15 locations identified in the construction drawings. The project also includes an add alternate for 9 of the 15 locations.

1.2 General

1.2.1 All Work under this contract shall be constructed in accordance with the lines and grades shown on the Plans or approved Shop Drawings or as directed by the city's representative. Any error or apparent discrepancy in the data shown or omissions of data required to accurately accomplish the stake-out survey shall be referred immediately to the Project Manager for interpretation or correction.

1.2.2 All surveying and engineering shall be provided by the Contractor at his expense.

1.2.3 Limit use of the premises to construction activities in areas indicated. Maintain safe traffic flow. Allow for Owner occupancy and use by the public.

1.2.4 Confine operations to areas within the construction limits/easements indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed**.**

1.2.5 Keep access points serving properties clear and available to the Owner and occupants at all times. Do not use these areas for parking or storage of materials.

1.3 Property Damage: Exercise extreme care to minimize damage to property adjacent to the construction site, including rights-of-way. Repair and/or replace any damage resulting from Contractor's activities in a manner acceptable to the property owner and the Project Manager as soon as practicable.

1.4 Access to Properties and Maintenance of Traffic Flow

1.4.1 For the convenience of the public, the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public. A minimum **48-hour notice** shall be given to property owners and/or residents prior to temporary driveway closures.

1.4.2 Once construction operations begin, it shall be the Contractor's responsibility to maintain access and traffic-flow until final Project acceptance. Construction operations shall be scheduled and executed in such a manner as to cause minimal inconvenience to owners of abutting property. Convenient access to all properties, roads, highways, sidewalks, and driveways affected by the Work shall be maintained. Routes normally used by vehicular traffic shall be safely negotiable without slipping, sliding or loss of traction. Maintenance operations are to be performed on a daily basis to provide access and to maintain traffic flow at all times.

1.4.3 No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each workday, and at other times when construction operations are not in progress for any reason, the Contractor shall remove all equipment and other obstructions from that portion of a roadway intended for public use.

1.4.4 The Contractor throughout the prosecution of the Work shall maintain access to fire hydrants and fire alarm boxes. Hydrants, alarm boxes, and standpipe connections shall be kept clear of obstructions and visible at all times. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.

1.4.5 Utility companies and public agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

ARTICLE 2 – TIME REQUIREMENTS, BASIS FOR PAYMENT, LIQUIDATED DAMAGES

2.1 **Time for Completion:** The Contractor shall commence actual physical work on the Project within **ten (10) calendar days** of the date of the Notice to Proceed. The Contractor shall complete the work of each project ready for use not later than the number of calendar days as set forth below.

2.1.1 Substantial Completion: Work of Project shall commence within ten (10) calendar days of the date of Notice to Proceed. Substantial Completion of all the Work within project shall be achieved within **180** days of the Notice to Proceed

2.1.2 Final Completion: Final completion of all work including corrective work shall be achieved within 30 calendar days from Certified Substantial Completion

2.2 **Basis of Payment and Retainage**: Payment shall be made on the basis of prices given in the bid. Lump sum prices shall be paid on the percent complete based upon a breakdown of lump sum items

in the Bid and materials delivered to the job site. Unit prices will be applied to the actual quantities furnished and installed, as specified, in order to determine payment. **For each application of payment, the owner shall retain a sum equal to (10%) ten percent of total earned amount.**

2.3 Liquidated Damages: Contractor and Owner recognize that time is of the essence and is an essential element of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in 2.1 above, plus any approved extensions. The parties also recognize the delays, expense, and difficulties involved in legally proving the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time.

2.3.1 Substantial Completion **-** Accordingly, instead of requiring any such proof, Owner and Contractor agree that in the event that the work to be done under this Contract is not substantially completed within the times specified (and such additional extension of time as the Owner may have granted), the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of **$500.00** for each additional day required to bring the work to Substantial Completion.

Substantial Completion is achieved when all items of work are completed in accordance with the Contract Documents, so that the project can be safely, conveniently and beneficially utilized for the purposes for which it is intended.

2.3.2 Final Completion - After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of **$250.00** for each additional day required to bring the work to Final Completion.

Final Completion is achieved when all corrective or punch list work is complete and the project is totally and completely capable of being utilized for the purposes for which is intended.

2.3.3 These fixed liquidated damages, as stated above, are established not as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner as a result of the failure on the part of the Contractor to complete the Work on time. The parties agree that the stipulated sum is a reasonable estimate of the probable loss by Owner. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

2.4 Contract Time Adjustments

2.4.1 The Contractor shall be compensated monetarily for extra and additional work. Contract time adjustments shall be limited to work associated with major work items which have been increased or decreased in the amount of 100% or more by an approved Change Order. Major Work Items are those items that make up a minimum of 20% of the total contract amount. The Contractor shall perform any additional Work concurrently with the original Work, and shall use additional manpower, additional shifts, overtime or other means to maintain the project schedule and Contract time.

2.5 Special Times and Work Restrictions

2.5.1 Allowable work hours of the Project are between the hours of 7:30 A.M to 8:00 P.M. Monday through Friday. Lane closures are not permissible between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. Monday through Friday. Any work outside of these hours will need approval from the city a minimum of 48 hours in advance.

2.5.2 The contractor must stage the construction to minimize the frequency and duration of lane closures. All requests for lane closures for night work or weekend work must be submitted for approval to the Dunwoody Public Works Department 7 days in advance of the work.

2.5.3 The contractor shall provide a complete schedule and traffic control plan for City approval prior to beginning construction.

2.5.4 Any detours plans must be submitted **7 days** in advance before approval.

ARTICLE 3 – SUPERVISION AND CONSTRUCTION CONSIDERATIONS

3.1 Supervisory Personnel

3.1.1 The Contractor shall employ and have at all times as his agent a **competent** Project Superintendent whose sole responsibility is to oversee the project. The Project Superintendent shall be knowledgeable and familiar with all aspects of the Work including Traffic Control and Erosion Control. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment, and labor as may be required to perform work and meet scheduled deadlines. The Superintendent shall be present on the project on a

daily basis and maintain close communication with the Project Manager at all times. He shall work closely with the Project Manager or his representative in coordinating the various tasks of the project including layout of the work, measuring and quantifying items for payment, preparing long term schedules, ensuring signing and cleanup are performed satisfactorily, handling citizen complaints and any other tasks to ensure the project runs smoothly. At no time will the project be under construction without an assigned and approved Superintendent. Crew foremen will not be allowed to be substituted for the Project Superintendent. All communications given to the Project Superintendent shall be as binding as if given to the Contractor.

3.1.2 The Contractor, within **10 days** after award of the contract, shall furnish in writing to the Project Manager the names and qualifications of the Project Manager, Project Superintendent and other foreman level supervisory personnel. The Project Manager will promptly reply to the Contractor if after due investigation, he has reasonable objection to the personnel listed. Any changes in personnel after the project is under construction must be approved 10 days prior to any change.

3.2 Protection of Property: The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping or facilities.

3.3 Weather Conditions

3.3.1 The Contractor is presumed to have taken all difficulties due to weather conditions into consideration in preparing his proposal and in establishing his time for completion of the Work of this contract. Work that may be adversely affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure. The Owner reserves the right, in the opinion of the city representative, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation from the Owner for damage to the work from the elements of weather.

3.3.2 Weather will not be accepted as a justifiable reason for extension of time unless such should be abnormal. The following chart represents the number of calendar days per month that are considered normal for rain and wet ground conditions preventing work from being performed. Days not worked due to rain or wet ground conditions beyond those listed may be considered for claims for adjustment of time. **Contractor shall reconcile requests for**

time extension within 5 business days of the completion of each month if additional time is merited due to adverse weather conditions.

January ……12	**May……...6**	**September……5**
February…..11	**June……..6**	**October……4**
March ……..10	**July……...7**	**November……7**
April……..…..8	**August……..6**	**December…..…9**

3.4 Fire Protection

3.4.1 The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

3.4.2 All workers shall be instructed and reminded by use of signs as to the dangers of explosion in the project area. Careless smoking by workers is prohibited, and it is the Contractor's responsibility to police his workers as well as subcontractors' and suppliers' personnel at the job site in this regard. All foremen and supervisors shall be informed as to the locations of fire alarm stations.

3.4.3 In the event that a hazardous explosion condition is created or discovered, the Contractor shall immediately notify the local Fire Department. The Contractor shall exercise all safety precautions and comply with all instructions issued by the Fire Department to prevent the occurrence of fire or explosion.

3.5 Safety and Health Requirements

3.5.1 The Contractor shall, when required, furnish evidence satisfactory to the Project Manager that materials and methods are in accordance with such standards or codes, copies of which shall be supplied on site by the Contractor.

3.5.2 Flaggers shall be GDOT-certified and shall have a current card in possession at all times while performing flagging operations. Reflective safety vests should be worn by flaggers and by workers while working in the road.

ARTICLE 4 – PERMITS AND LICENSES

4.1 The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Georgia, the City of Dunwoody,

and any other agency having jurisdiction over the work. He shall obtain all building and construction permits required for the Work and shall, with respectful notice, call for and obtain necessary inspections as required by these agencies.

ARTICLE 5 – PROJECT MEETINGS

5.1 **Preconstruction:** A Preconstruction meeting shall be held to acquaint representatives of the Owner and various agencies with those in responsible charge of the Contractor's activities for the project. The meeting will cover such subjects as insurance certificates, permits and licenses, affirmative action employment, construction schedules, soil erosion control, cost breakdown and applications for payment, material deliveries, storage, shop drawings and submittals, job site inspection by the Project Manager, safety and emergency action procedures, field offices, security, and other appropriate matters.

5.2 **Monthly Meetings:** Refer to 3.02 of Section 01 3000 below.

1.

ARTICLE 6 – SUBMITTALS

6.1 **Schedule**

6.1.1 The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.

6.1.2 The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

6.1.3 Overall Project Schedule (OPS)

1. Submit the schedule within **ten (10) days** after date of the **Notice of Award**

2. The Project Manager will review the schedule and return it within 10 days of receipt.

3. The Contractor will make revisions based on Project Managers input and submit final copy at the Pre-construction conference.

6.1.4 Submit an update of the OPS with each progress payment request.

6.1.5 Approval of the Contractor's detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor's duties and obligations under the Contract.

Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor's means, methods and ability to carry out the Work.

6.1.6 The Contractor shall submit to the Project Manager for approval a detailed Overall Project Schedule of the Contractor's proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.

1. Each activity with a duration of ten (10) or more days shall be identified by a separate bar. Activities with a duration of more than 30 days shall be sub-divided into separate activities.

2. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity starts and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.

3. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and critical path activities.

4. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.

5. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.

6. The schedule shall show the precedence relationship for each activity.

6.1.7 Updating: Show all changes occurring since previous submission of the updated schedule. Indicate progress of each activity and show actual completion dates.

6.1.8 Narrative Report: The Contractor shall be prepared to provide a narrative report at the Pre-Construction Meeting and the Project Coordination Meetings. The report shall include the following:

1. A description of the overall Project status and comparison to the OPS.

2. Identify activities which are behind schedule and describe corrective action to be taken.

3. A description of changes or revisions to the Project and their effect on the OPS.

6.1.9 **Weekly Progress Schedule:**

1. Upon **60%** of the Contract Time (or where applicable a Phase of a Project) being expended, the contractor shall prepare and submit a Weekly Progress schedule describing in detail the tasks remaining to be completed for the Project to be considered Substantially Complete.

2. The schedule shall show in detail the proposed tasks to be completed each work week for the time remaining in the Project. Milestones will be depicted as Station Values as shown in the plans.

2. The schedule shall show work completed since previous submission with work not completed being brought forward again.

3. The Weekly Progress Schedule shall be submitted on Wednesdays for review by the Project Manager. The Contractor and Project Manager will meet Thursday to review and discuss the schedule.

6.1.10 **Work Interruptions -** When work is interrupted or delayed, the contractor shall submit notification to the Project Manager **24 hours** prior to resuming work.

6.2 **Supervisory Personnel** - The Contractor, within ten (10) days after award of the contract, shall furnish in writing to the Project Manager the names and qualifications of the Project Manager, Project Superintendent and other foreman level supervisory personnel. The Project Manager will promptly reply to the Contractor if after due investigation, he has reasonable objection to the personnel listed. Any changes in personnel after the project is under construction must be approved ten (10) days prior to any change.

ARTICLE 7 – UTILITIES AND SERVICES

7.1 Temporary Water

The Contractor shall provide temporary water. **Hydrant meters must be acquired from DeKalb County Watershed Management and installed prior to usage of hydrants.**

7.2 Temporary Sanitary Facilities

The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction workforce. The facilities shall comply with local codes and regulations and be situated at approved locations.

7.3 Drought Conditions

The contractor shall adhere to all State and Local Mandated Water restrictions during construction. The City of Dunwoody shall not be held responsible for any violation that might occur on the job site. The Contractor shall provide proof of water source while on job site when applicable.

ARTICLE 8 – SECURITY

8.1 The Contractor shall, if in his opinion it is necessary, employ watchmen and security guards to protect the job site against vandalism, burglary, theft, trespassing, etc. The Contractor shall care for and protect against loss or damage of all material and equipment to be incorporated in the Work for the duration of the Contract and shall repair or replace any damaged or lost materials or equipment.

ARTICLE 9 – SPECIAL CONTROLS

9.1 Chemicals

All chemicals used during project construction or furnished for testing or project operation will be required to show approval of the Environmental Protection Agency. The handling, use, storage, and disposal of such materials, containers, or residues shall be in strict conformance with manufacturer's and/or supplier's instructions. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office.

9.2 Soil Erosion Control

The Contractor shall be responsible for controlling soil erosion and sedimentation resulting from the Work until all disturbed areas have been permanently stabilized. He shall not allow the Work to cause siltation of any creek, stream, tributary, river, pond, lake, or other body of water. All of the Work shall be accomplished in conformance with the current edition of the "Manual for Erosion and Sediment Control in Georgia," published by the Georgia Soil and Water Conservation Commission.

9.3 Litter and Rubbish

The Contractor shall be responsible for maintaining the job site free from litter, rubbish and garbage.

9.4 Periodic Clean-Up; Basic Site Restoration

9.4.1 During construction the Contractor shall on a daily basis clean all roadway surfaces of dirt, dust, milled asphalt or aggregate, excess asphalt, liquid asphalt or emulsion from paving operations or any other accumulated construction debris. Dust shall be controlled by periodic wetting and sweeping and as set forth in GDOT Section 161.01. If required by the Project Manager, a vacuum-type street sweeper shall be employed at the end of each day to sweep and clean all surfaces to the satisfaction of the Project Manager. Failure to satisfy this requirement shall be sufficient cause for the Project Manager to stop all work until the clean-up is performed. If the Project Manager deems it necessary the contractor shall clean any dust, dirt or debris resulting from the work from vehicles, buildings, walkways, parking lot pavements or other structures. All clean up shall be performed to the satisfaction of the Project Manager. Failure to satisfy this requirement shall be sufficient cause for the Project Manager to stop all work until the clean-up is performed.

9.4.2 When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses), promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders and debris shall be removed so that the site presents a neat appearance.

9.4.3 The Contractor shall perform the clean-up work on a daily basis and as frequently as ordered by the Project Manager**.** Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished when ordered by the Project Manager, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances. Sweeping of roadways will be a daily requirement at the end of the workday, and as needed.

9.4.4 Upon failure of the contractor to perform periodic clean-up and basic restoration of the site to the Project Manager's satisfaction, the Project Manager may, upon two (2) days prior written notice to the Contractor, employ such labor and equipment as he deems necessary

for the purpose, and all costs resulting there from shall be charged to the Contractor and deducted from the amounts of money that may be due him.

ARTICLE 10 – TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC-FLOW

10.1 Compliance with Regulations

The Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Georgia State Department of Transportation, the City of Dunwoody and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways and any detours required by the Work.

10.2 Parking

No vehicles shall be parked in any residential driveway without written permission from the property owner. All sites for parking must be approved by the Project Manager prior to use. The Contractor shall be responsible for enforcing on-site parking regulations. No parking or staging equipment on the root zone of existing trees which are to remain.

10.3 Spillage

All dirt or other material spilled from the Contractor's vehicles on existing pavements shall be removed by the Contractor whenever, in the opinion of the Project Manager, the accumulation is sufficient to cause the formation of mud, dust, interference with traffic, or create a traffic hazard.

ARTICLE 11 – EQUIPMENT AND MATERIALS

11.1 Delivery Schedule

Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered, as nearly as feasible, in the order required for executing the Work. Deliveries shall be scheduled to minimize space and time requirements for storage of materials and equipment at the job site.

11.2 Storage

The Contractor shall store his equipment and materials at the job site in accordance with the manufacturer's recommendations and as directed by the Project Manager. He shall not store

unnecessary materials or equipment on the job site and shall prevent any structure from being overloaded and endangering the safety of his or the City of Dunwoody personnel. The Contractor shall enforce the instructions of the Owner and the Project Manager regarding the posting of regulatory signs for loading on structures, fire safety and smoking areas.

11.3 Quality Assurance

Inspections and testing will be performed by a qualified firm hired by the city. The Contractor shall ensure that testing personnel is on site at all times when utilities are being backfilled and compacted or when fill is being placed beneath paving, curb and sidewalk areas. All footings shall be inspected prior to placing concrete. It is the responsibility of the Contractor to schedule and coordinate testing with the City of Dunwoody. If any Work (including the work of others) that is to be inspected, tested or approved is covered by the Contractor prior to such inspection, testing, or approval, it must, if requested by the Project Manager, be uncovered for observation. Such uncovering shall be at the Contractor's expense.

If unsuitable soils are found, a recommendation is to be obtained by the on-site representative for their mitigation. Unsuitable soil removed without direction from the engineer will not be considered for reimbursement.

Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from their obligations to perform the Work in accordance with the Contract Documents. Since tests may require several days for completion, the city reserves the right to use a portion of any supplies before the results of the tests are determined. The cost of inspections and tests of any item which fails to meet the specifications, shall be borne by the bidder.

ARTICLE 12 – FINAL CLEAN-UP; SITE RESTORATION

12.1 Cleaning

Before finally leaving the site, the Contractor shall clean all exposed surfaces that have become soiled or marked. The Contractor shall remove from the site of the Work all accumulated debris and surplus material of any kind which results from his operation, including construction equipment, tools, sheds, sanitary fixtures, etc. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder, any excess asphalt from paving operations, any liquid asphalt/emulsion or staining resulting from spillage or from rain washing liquid asphalt/emulsion onto curbs, gutters and

sidewalks. All clean-up shall be performed to the satisfaction of the Project Manager. The completed project shall be turned over to the Owner in a neat and orderly condition.

12.2 Damage

The Contractor shall repair all damage caused as a result of his Work under the Contract, including but not limited to existing structures, pavement, driveways, curbs & gutters, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, gates, mailboxes and other obstructions not specifically mentioned herein.

All property line monuments outside the limits of construction disturbed by the Contractor during the prosecution of the Work shall be reset by a professional land surveyor licensed by the State of Georgia, at the Contractor's expense.

END OF SPECIAL CONDITIONS SECTION 0850

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership or Individual)

_____
Hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

(Name of Obligee) City of Dunwoody Georgia
(Address of Obligee) 4800 Ashford Dunwoody Rd
Dunwoody, Georgia 30338

hereinafter referred to as Obligee; for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract herein after referred to in the full and just sum of:
_____Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
The condition of this obligation is such, as whereas the Principal entered into a certain contract. hereto attached, with the Obligee, dated _____ for _____.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:
Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

Signed, sealed, and dated this _____ day of _____, 20__

ATTEST:

_____ _____

(Principal Secretary) (Principal)

(Seal)

BY: _____

_____ _____

(Witness to Principal) (Address)

_____

(Address)

_____

(Surety)

ATTEST BY: _____

(Attorney-in-Fact) and Resident Agent

_____

(Attorney-in-Fact)

(Seal)

_____

(Address)

_____

(Witness as to Surety)

_____

(Address)

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

_____
(Name of Contractor)

_____
(Address of Contractor)

_____
(Corporation, Partnership or Individual)

_____

Hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

(Name of Obligee) City of Dunwoody Georgia
(Address of Obligee) 4800 Ashford Dunwoody Rd
Dunwoody, Georgia 30338

hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the 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 and successors, jointly and severally, firmly by these presents.
The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____for: _____

NOW THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the oblige, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed there under shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed there under.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including but not limited to, O.C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this _____ day of _____, 20__

ATTEST:

_____ _____

(Principal Secretary) (Principal)

(SEAL)

BY: _____

_____

(Witness to Principal)

_____

(Address)

_____

(Surety)

ATTEST:

_____

(Attorney-in-Fact) and Resident Agent

_____

(Attorney-in-Fact)

(Seal)

(Address)

_____

_____

(Witness as to Surety)

_____

(Address)

ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT
MAINTENANCE BOND

CITY OF DUNWOODY, GEORGIA
PROJECT NO: _____ DEKALB COUNTY, GEORGIA
BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we,_____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF DUNWOODY, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Dunwoody for the **ITB 26-02: DUNWOODY TRAILWAY WAYFINDING PROJECT** construction. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one year beginning _____ and ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Dunwoody from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this_____ day of _____20____

Witness:

_____
(Principal)

_____
(Name of Surety Company)

_____
(Attorney-in-fact)