

**CONTRACT FOR ITB**  
**LMIG 2022**  
**CHURCH AND LOVEJOY STRET SIDEWALKS**

This CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Clarkston, (Party of the First Part, hereinafter called the "City"), and -  
\_\_\_\_\_ Party of the Second Part, hereinafter called the "Contractor").

**NOW THEREFORE,** for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERMS:**

The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is 120 calendar days from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

**2. ATTACHMENTS:**

The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents. Exhibit documents required with bid submittal are identified below:**

- Exhibit A: General Conditions **(to be submitted with bid)**
- Exhibit B: Specifications and Scope of Work
- Exhibit C: Determination of Responsibility **(to be submitted with bid)**
- Exhibit D: Bond Documents
- Exhibit E: Georgia Security and Immigration Compliance Affidavit.  
**(to be submitted with bid)**
- Exhibit F: Drug-Free Workplace **(to be submitted with bid)**
- Exhibit G: Affidavit Verifying Status for Public Benefit Application **(to be submitted with bid)**
- Exhibit H: Bid Documents: References and Subcontractor Form **(to be submitted with bid)**
- Exhibit I: Non-Collusion Affidavit **(to be submitted with bid)**
- Exhibit J: Bid Schedule **(to be submitted with bid)**
- Exhibit K: Bid Form & Addendum Acknowledgement **(to be submitted with bid)**
- Exhibit L: Contract Agreement Special Provisions
- Exhibit M: Special Provisions Modifications of the GDOT Standard Specifications, 2013 Edition
- Exhibit N: Schedule of Events
- Exhibit O: Plans Prepared by Collaborative Infrastructure Services
- Exhibit P: Rubberized Asphalt Specifications **(Perk-E-Pave or equivalent)**

**3. PERFORMANCE:**

Contractor agrees to furnish all skill and labor of every description necessary to carry and perform the services in accordance with the Contract Documents (the "Work").

**4. PRICE:**

The City agrees to pay the Contractor following receipt by the City of a detailed invoice reflecting the actual work performed by the Contractor, provided, however, Contractor guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit J.