

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

CITY CONTRACT

CONTRACT

DO NOT UNSTAPLE THIS BOOKLET....ENTER ALL REQUIRED INFORMATION  
----- . EITHER BY HAND OR BY STAMP.

DATE OF OPENING : NONE

CALL ORDER : NONE

CONTRACT ID : C38739-11-000-0

PCN -----	PROJECTS AND CONTRACT NO. -----
S013635.C1000	S013635-PRC
COUNTY : FULTON	

CODE: 5R0900

1. CITY OF ROSWELL

LIMITED PARTICIPATION

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between the Department of Transportation, an agency of the State of Georgia ("Department") and the City of Roswell, Georgia who have been duly authorized to execute this Agreement:

**WITNESSETH:**

**WHEREAS**, the Department and City/County desire the improvements and construction of a certain facility and the City/County desires and agrees to furnish and deliver all the material and to do and perform all the work and labor for said purpose.

**NOW THEREFORE**, for and in consideration of the premises, the mutual covenants herein contained it is agreed by and between the Department and the City/County that:

**A. BASIC AGREEMENT:**

1. The City/County shall contract for 2.310 miles of plant mix resurfacing on Pine Grove Road beginning at Cobb County line and ending at Magnolia Street, Contract ID No. C38739-11-000-0, hereinafter referred to as the "Project". It is understood that the quantities shown are approximates only and subject either to increase or decrease and any increases or decreases are to be paid for at the contract unit price given, labeled Exhibit A, attached hereto and incorporated herein by reference. The maximum allowable costs for the Project shall be \$451,880.50.
2. The work and materials shall be in strict and entire conformity with the provisions of this Agreement and the plans prepared by the City/County and approved by the Chief Engineer or his authorized representative the originals of which are on file at the Department and which said plans are hereby made a part of this Agreement as if fully set forth herein. The Project will be constructed in accordance with the standard specifications, 2001 edition, as further amended, and the Supplemental Specifications and Special Provisions, attached hereto as Exhibit B and incorporated herein by reference.
3. The work can be performed by the local government or can be subcontracted out to a private contractor. If the work is performed by a private contractor the local government is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Article 3 of Title 32 or any other provision of law. The local government shall ensure that the project is constructed in accordance with GDOT specifications regardless of whether the contract is performed by the local government or a private contractor. The local government will also be responsible for notifying the GDOT Area Construction Office prior to work starting on the project regardless of who performs the work. The Department will have Inspectors on the project to perform routine construction inspections and material testing.
4. It is understood that the material pits are to be furnished by the City/County at no cost to the Department.

5. It is understood that the Department will not participate in the cost of any utility facility removal and relocations necessary in connection with the construction of this Project, unless otherwise specified in the Agreement. The City/County shall be responsible for handling the arrangements with the utility owners for any removal and relocation necessary. The City/County shall give the utility owners ample notice, of the impending construction to allow time for engineering and material orders required for any removal and relocations as may be necessary. Also, the City/County agrees to clear right-of-way obstructions without expense to the Department. For purposes of applying provisions of this paragraph, railroads are considered utilities. In addition to the foregoing, the City/County shall obtain approval of plans and acquire easements or other property rights from the railroad for construction within railroad property/right-of-way and shall provide for the protection of railroad interests, including flagging and inspection, as may be required by the railroad.
6. The work shall begin after the issuance of a notification to proceed by the Department to the City/County and shall be carried through to completion without unreasonable delay and without suspension of work unless authorized in writing by the Department. The City/County shall perform its responsibilities for the Project until the maximum allowable cost to the Department has been reached or until July 31, 2012, whichever comes first.
7. The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the Department. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the City/County shall be final and conclusive.
8. The City/County agrees to perform all extra work that may be required of them on the basis of actual cost.
9. The financing of this Project shall be as follows:

Payments will be made on monthly statements as the work progresses.

**B. GENERAL PROVISIONS:**

1. Covenants Against Contingent Fees. The City/County shall comply with the relevant requirements of all federal, state and local laws in effect as of the date hereof. The City/County warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the City/County, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the City/County, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. No Third Party Beneficiaries. Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefit under or by reason of this Agreement.

3. Entire Agreement. This Contract instrument, including all incorporated documents, contains the entire Contract between the parties with regard to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. Compliance with Applicable Laws.
  - A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
  - B. IT IS FURTHER AGREED that the City/County shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200.
  - C. IT IS FURTHER CERTIFIED that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the "Drug-Free Workplace Act" have been complied with in full. Including compliance by prime contractors and sub-contractors performing work under this Agreement.
  - D. By execution of this contract, I certify under penalty of law that the City/County is in compliance with the service delivery strategy law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia.
  - E. By execution of this contract, I certify under penalty of law that the City/County is in compliance State Audit Requirements as provided for in O.C.G.A. § 36-81-7.
  - F. IT IS FURTHER CERTIFIED that pursuant to O.C.G.A. § 13-10-91 I and all contractor and sub-contractors performing work under this Agreement are in compliance with the Federal Work Authorization Program. Prime contractors and sub-contractors may participate in 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").
6. Effective Date. This Agreement shall become effective upon the date above first written.
7. Governing Law. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written.

**DEPARTMENT OF TRANSPORTATION**

**CITY/COUNTY**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Mayor/Commissioner

\_\_\_\_\_  
Witness

ATTEST:

This contract approved by the  
City/County at a meeting held at

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fed ID No. / IRS No.

Sig  
He

## EXHIBIT A

 DEPARTMENT OF TRANSPORTATION  
 STATE OF GEORGIA  
 CONTRACT SCHEDULE

CONTRACT ID: C38739-11-000-0

PROJECT(S) : S013635.C1000 S013635-PRC

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS   CTS	BID AMOUNT DOLLARS   CTS
SECTION 0001 ROADWAY				451,880.50
0005	001-9998 LIMITED PARTICIPATION PROJECT, THE AMOUNT SHALL NOT EXCEED - \$451,880.50	1.000 *	0.00000	0.00
0010	402-1802 RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	600.000 TN	100.00000	60,000.00
0015	402-1812 RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	795.000 TN	70.10000	55,729.50
0020	402-3130 RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1/2 ONLY, INCL BITUM MATL & H LIME	4,100.000 TN	74.06000	303,646.00
0025	413-1000 BITUM TACK COAT	2,724.000 GL	1.75000	4,767.00
0030	432-0350 MICRO-MILL ASPHALTIC CONCRETE PAVEMENT, VARIABLE DEPTH	20,000.000 SY	1.21000	24,200.00
0035	652-2501 SOLID TRAFFIC STRIPE, 5 IN, WHITE	4.620 LM	350.00000	1,617.00
0040	652-2502 SOLID TRAFFIC STRIPE, 5 IN, YELLOW	4.040 LM	350.00000	1,414.00
0045	652-3501 SKIP TRAFFIC STRIPE, 5 IN, WHITE	1.110 GLM	300.00000	333.00

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0050	652-3502 SKIP TRAFFIC STRIPE, 5 IN, YELLOW	0.580 GLM	300.00000		174.00	
TOTAL BID					451,880.50	