

SERVICE PROVIDER CONTRACT
Repair and Resurfacing of Various City Streets

This **CONTRACT** made and entered into this _____ day of _____, 2025 by and between the City of Lilburn, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia (Party of the First Part, hereinafter called the City), and **BLOUNT CONSTRUCTION COMPANY – (Gwinnett Resurfacing BL140-24 GCID#20250167)**, (Party of the Second Part, hereinafter called the Contractor), that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor hereby agrees to commence and complete the construction described as follows:

Furnish all labor, materials and equipment for the Repair and Resurfacing of Various City Streets. The improvements will include, but are not limited to: patching, crack filling, milling, overlaying existing road surface, striping and other associated construction work;

hereinafter called the "Project". As full compensation for the performance of this Contract, the City shall pay the Contractor for the actual quantity of work performed, which in no event shall exceed **Five Hundred Twelve Thousand, one hundred-ninety dollars and 31/100 cents (\$512,190.31)**, without an approved change order from the City detailing the additional expense. The fees for the work to be performed under this Contract shall be charged to the City in accordance with the Bid Unit Prices shown on the Bid Schedule and is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The City agrees to pay the Contractor following receipt by the City of a detailed invoice, reflecting the actual work performed by 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. TERM:

Contract will begin on the issuance date of the Notice to Proceed and continue through **November 21, 2025**. Contractor can schedule the work within this timeframe in the manner that is most cost-effective, though it is important that once any work has begun on a given street, the promptly through completion.

2. LIQUIDATED DAMAGES:

Failure to complete all required work under this contract by **November 21, 2025** will result in the assessment of Liquidated Damages in the amount of one hundred (\$100.00) per calendar day for every day beyond this date.

3. ATTACHMENTS:

Copies of the Contractor's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Proposal process (hereinafter collectively referred to as the "Bid Proposal") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid Proposal, the City's contract documents shall control.

4. PERFORMANCE:

Contractor agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid Proposal.

5. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Contractor for the actual quantity of work performed. The fees for the work to be performed under this Contract shall be charged to the City in accordance with the Bid Unit Prices shown on the Bid Schedule and is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The City agrees to pay the Contractor following receipt by the City of a detailed invoice, reflecting the actual work performed by the Contractor.

6. INDEMNIFICATION AND HOLD HARMLESS:

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the CITY, its Mayor and Council Members, officers, agents, employees and sub-consultants acting on behalf of the City from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the City, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

CONTRACTOR further agrees to protect, defend, indemnify, and hold harmless the CITY, its Mayor, City Council members, officers, agents, employees and sub-consultants acting on behalf of the City from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR.

7. TERMINATION FOR CAUSE:

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

8. TERMINATION FOR CONVENIENCE:

The City may terminate this Contract for its convenience upon 30 days written notice to the Contractor. In the event of the City's termination of this Contract for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor, which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position. The Contractor will also, in all

solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub consultant, providing that the foregoing provisions shall not apply to contracts or sub consultants for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

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.

13. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Lilburn, Georgia, and venue of any legal action shall be Gwinnett County, Georgia.

14. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

LILBURN, GEORGIA

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

LILBURN, GEORGIA

By: _____
Jenny Simpkins, City Manager
City of Lilburn, Georgia

ATTEST:

Signature
Anja Peay, City Clerk
City of Lilburn, Georgia

CONTRACTOR: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary

(Seal)



1730 Sands Place
 Marietta, GA 30067
 Phone: 770-541-7333
 Fax: 770-541-7340

Proposal and Contract

Date: 7/14/2025
 Project Name: City of Lilburn Resurfacing 2025 (Gwinnett Resurfacing BL140-24 GCID#20250167)
 Blount Bid #: 300
 Project Location: Lilburn

Submitted to:
 Contact:

We are pleased to submit a proposal for the following work on the referenced project, according to the following unit prices, terms, and conditions.

Pay Item	Description	Quantity	Unit	Extension
1	Bowers Brook Ct.	787.000	S.Y.	\$11,855.00
2	Highview Way	1,453.000	S.Y.	\$21,887.00
3	Remington Ct.	4,187.000	S.Y.	\$63,071.00
4	Remington Dr.	867.000	S.Y.	\$13,060.00
5	Harvard Dr.	5,539.000	S.Y.	\$83,437.00
6	Reeder Lane	848.000	S.Y.	\$12,773.00
7	Oakleaf Ct.	925.000	S.Y.	\$13,934.00
8	Durham Ridge Dr. (to first Cul-De-Sac)	2,525.000	S.Y.	\$38,035.00
9	Sterling Oaks Dr.	1,707.000	S.Y.	\$25,713.00
10	Sterling Oaks Ct.	1,227.000	S.Y.	\$18,483.00
11	Poplar St. (Patching only)	487.000	S.Y.	\$17,276.00
12	Lilburn School Rd. (Includes patching of 117 SY)	3,797.000	S.Y.	\$69,954.26
13	John Carroll Rd (Striping Only)	1.000	L.S.	\$24,718.05
14	Poplar St Resurfacing (Includes striping)	5,392	S.Y.	\$97,994.00
QUOTE TOTAL:				\$512,190.31
Alternate				
1	Bowers Brook Dr.	7,247	S.Y.	\$109,165.00
2	Greenleaf Dr. (End of Street Only)	1,157	S.Y.	\$17,429.00

Notes: If patching is required on any road, the price is \$215.03/ton

The above pricing includes Mobilization, Traffic control, Milling and Paving of 1.25" inches

SPECIAL PROVISIONS: Prices do not include the cost of removal or disposal of rock, unsuitable subgrade materials, or hazardous waste materials. Grading will have been completed by others within plus or minus .1 foot, with satisfactory compaction in our work area. We will not be responsible for actual or consequential damage to underground utilities, structures or shallow utilities not specifically located by others. We will not be responsible for drainage design grades or existing conditions provide for a slope of less than 1%.

TERMS OF PAYMENT: Final measurements will be made upon completion and an invoice prepared using the *UNIT PRICES* indicated above.



1730 Sands Place
Marietta, GA 30067
Phone: 770-541-7333
Fax: 770-541-7340

Estimates in the amount of 90% of work completed will be invoiced periodically with payment due in 30 days. Payment in full will be made no later than 30 days after completion of work. Should the amount due under this contract or any part of it be collected by law or through an attorney-at-law, the contractor shall be entitled to collect attorney's fees in the amount equal to 15% of such amount, and all costs of collection, plus interest at the rate of 8% per annum from 30 days after completion of work. If OWNER desires that we do any work not called for in our contract, we will record cost of such work, plus 10% General Overhead and 10% Profit, and prepare "Extra Work" invoices in addition to our contract invoices.

This proposal is subject to acceptance within 30 days, or may be made a contract thereafter if and when accepted by you and approved by Blount Construction Company, Inc.

Respectfully Submitted,

(Signature)

(Printed Name and Title)

(Company or Firm)

(Date)

(Signature)

Steve Metaeo, Estimator/PM
(Printed Name and Title)
steve.metaeo@blountconstruction.com

Blount Construction Company, Inc.
(Company or Firm)

7/14/2025
(Date)