EXHIBIT A
CONSTRUCTION CONTRACT
South Oliver Line Rehabilitation

GEFA Grid Resilience Grant Project

City of Elberton, Georgia – Elberton Utilities Electric Division

This Construction Contract ("Agreement") is entered into as of _____, 20__ (the "Effective Date") by and between the **City of Elberton, Georgia**, a municipal corporation of the State of Georgia, 203 Elbert Street, P.O. Box 70, Elberton, Georgia 30635 (the "City"), and [CONTRACTOR LEGAL NAME], a [State] [corporation/limited liability company], [address] (the "Contractor"). The City and the Contractor are the "parties."

Recitals. The City issued a Request for Bids for the South Oliver Line Rehabilitation, a project funded in part by a Grid Resilience grant administered by GEFA. The Contractor submitted the lowest responsive and responsible bid. On _____, 20__, the Elberton City Council awarded this Contract to the Contractor. In consideration of the mutual promises in this Agreement, the parties agree as follows.

ARTICLE 1. CONTRACT DOCUMENTS

1.1 **Contract Documents.** The Contract Documents consist of: (a) this Agreement; (b) Exhibit B, Federal Contract Provisions, including Attachment B-1 (29 CFR 5.5(a) and (b)); (c) Exhibit C, Davis-Bacon Wage Determination; (d) Exhibit D, Georgia E-Verify Affidavits; (e) the Request for Bids for the South Oliver Line Rehabilitation dated October 23, 2026, including all addenda, the Instructions to Bidders, specifications and the ten (10) drawing sheets (together, the "Bid Documents"); (f) the Contractor's Bid Response Form, including its unit prices and certifications; (g) the performance bond and payment bond; and (h) the Notice of Award, the Notice to Proceed and any Change Orders issued under this Agreement. These documents are incorporated into this Agreement by reference.

1.2 **Order of Precedence.** If the Contract Documents conflict, the following order governs: (1) Exhibit B and Attachment B-1, and any other requirement of federal law or of the City's grant agreement with GEFA; (2) Change Orders, latest first; (3) this Agreement; (4) Exhibits C and D; (5) addenda, latest first; (6) the Bid Documents; and (7) the Contractor's bid. Exceptions taken in the Contractor's bid are not part of this Contract unless the City accepted them in writing before award.

1.3 **Federal Funding.** The Work is funded in whole or in part with federal financial assistance from the U.S. Department of Energy ("DOE") under Section 40101(d) of the Infrastructure Investment and Jobs Act, administered by the Georgia Environmental Finance Authority ("GEFA"). Pursuant to O.C.G.A. § 36-91-22(d), federal procurement and contract requirements govern where they conflict with O.C.G.A. Chapter 36-91. The federal government is not a party to this Contract.

ARTICLE 2. SCOPE OF WORK

2.1 **The Work.** The Contractor shall furnish all labor, supervision, equipment, tools, transportation, traffic control and incidental materials not furnished by the City, and shall perform all work necessary to rehabilitate and reconstruct approximately 8,100 linear feet of three-phase primary overhead distribution line generally paralleling State Highway 77 (South Oliver Street) and Mineral Springs Road, including replacement of existing poles and replacement of existing primary conductors with larger conductors, all as shown in the Bid Documents (the "Work").

2.2 **Standards.** The Work shall be performed in accordance with the Electric Cities of Georgia (ECG) distribution construction standards or equivalent standards approved in writing by the City's Electric Distribution Manager, the National Electrical Safety Code, OSHA 29 CFR 1926 Subpart V and 29 CFR 1910.269, the conditions of the Georgia Department of Transportation permit, and good utility practice.

2.3 **City-Furnished Materials.** The City will furnish poles, pole line hardware, conductor and related materials. The Contractor shall receive, inspect, store and safeguard City-furnished materials from the time of delivery or pickup, shall report any shortage or damage in writing within two (2) business days of receipt, and is responsible for loss of or damage to those materials while in its custody.

2.4 **Contractor-Furnished Materials.** Incidental materials not furnished by the City shall be furnished by the Contractor and are included in the Contract Price. All Contractor-furnished materials shall be new, of good quality, and compliant with Article 10 (Build America, Buy America).

2.5 **Removed Materials.** Removed conductor and hardware shall be returned to the City's designated yard. Removed poles shall be disposed of by the Contractor in accordance with applicable law at the Contractor's expense unless the City elects in writing to retain them.

ARTICLE 3. CONTRACT PRICE

3.1 **Contract Price.** The City shall pay the Contractor the firm, fixed lump sum of _____ Dollars ($_____) for the complete performance of the Work (the "Contract Price"), subject only to adjustment by Change Order under Article 6.

3.2 **Unit Prices.** The unit prices stated in the Contractor's Bid Response Form are included in the Contract Price and shall be used to price additions to or deletions from the Work. Unit prices include all labor, equipment, supervision, overhead, profit, bonds, insurance and compliance costs.

3.3 **Prohibited Pricing.** No part of this Contract shall be priced on a cost-plus-a-percentage-of-cost basis, as prohibited by 2 CFR 200.324.

ARTICLE 4. CONTRACT TIME

4.1 **Notice to Proceed.** The City will issue a written Notice to Proceed only after: (a) GEFA has concurred in the award and all required federal approvals and environmental clearances have been obtained; (b) the Contractor has delivered the performance bond, payment bond and certificates of insurance; (c) the Contractor has delivered its site-specific safety plan; and (d) the Contractor has registered the project in LCPtracker and delivered E-Verify affidavits for all

subcontractors then known. The City is not liable for any delay in issuing the Notice to Proceed caused by GEFA or federal review. No Work may be performed before the Notice to Proceed.

4.2 **Commencement and Completion.** The Contractor shall begin the Work within forty-five (45) calendar days after receipt of the Notice to Proceed and shall complete all Work within one hundred eighty (180) calendar days from the date of the Notice to Proceed (the "Contract Time"). Time is of the essence.

4.3 **Schedule.** Within ten (10) days after the Notice to Proceed, the Contractor shall submit a construction schedule showing the sequence of work by drawing sheet, planned outages and coordination with third-party attachment transfers, and shall update it monthly with each pay application.

4.4 **Extensions of Time.** The Contract Time may be extended by Change Order for delays beyond the Contractor's control and without its fault, including acts of the City, abnormal weather, declared emergencies requiring the Contractor's crews to be released for storm restoration at the City's request, and delays caused solely by third-party attachers under Section 7.6. The Contractor must request an extension in writing within seven (7) days after the start of the delay, with supporting documentation. Delays caused by third-party attachers entitle the Contractor to an extension of time but not to additional compensation.

4.5 **Delay Damages.** If the Contractor fails to complete the Work within the Contract Time, as extended, the Contractor shall be liable to the City for the actual damages the City incurs as a result, which the City may withhold from amounts otherwise due.

ARTICLE 5. PAYMENT

5.1 **Schedule of Values.** Before the first pay application, the Contractor shall submit a schedule of values allocating the Contract Price among the drawing sheets or other units acceptable to the City.

5.2 **Monthly Pay Applications.** The Contractor may submit one pay application per month for Work completed and accepted. Each pay application shall include: (a) the quantities and value of Work completed; (b) confirmation that all certified payrolls for the period, for the Contractor and every subcontractor, have been submitted through LCPtracker; (c) the Contractor's certification of Build America, Buy America compliance and the supporting manufacturer or supplier certifications for any Contractor-furnished materials installed; (d) a certification that subcontractors and suppliers have been paid from prior payments; and (e) the updated schedule.

5.3 **Payment.** The City shall pay the approved amount, less retainage, within thirty (30) days after receipt of a complete and approved pay application, or within any shorter period required by applicable Georgia law.

5.4 **Retainage.** The City shall retain ten percent (10%) of each payment until fifty percent (50%) of the Work is complete. Thereafter, retainage shall be reduced or discontinued as provided in O.C.G.A. § 13-10-81, provided the Work is satisfactory and on schedule. Retainage shall be released with final payment.

5.5 **Withholding.** The City may withhold payment, in whole or in part, for: (a) wage underpayments or failure to submit certified payrolls, as provided in 29 CFR 5.5(a)(2) and Attachment B-1; (b) defective or nonconforming Work; (c) installation of materials that do not

comply with Article 10; (d) failure to pay subcontractors or suppliers; (e) damage to City or third-party property caused by the Contractor; or (f) any other material breach. Amounts withheld under clause (a) may be paid directly to affected workers or transferred as directed by the U.S. Department of Labor.

5.6 **Final Payment.** Final payment, including retainage, will be made after final acceptance of the Work and receipt of: (a) all certified payrolls and resolution of any wage issues; (b) all Build America, Buy America certifications; (c) a release of claims by the Contractor; (d) the surety's consent to final payment; and (e) evidence that all subcontractors and suppliers have been paid.

ARTICLE 6. CHANGES

6.1 **Change Orders.** The City may order additions, deletions or other changes to the Work. No change is authorized, and no claim for additional compensation or time is valid, unless set out in a written Change Order signed by the City. Change Orders requiring City Council approval or GEFA concurrence are not effective until that approval or concurrence is obtained.

6.2 **Pricing of Changes.** Changes shall be priced first by the applicable unit prices. If no unit price applies, the parties shall negotiate a lump sum supported by the Contractor's itemized estimate of labor, equipment and materials, and the City shall perform a cost or price analysis as required by 2 CFR 200.324 before agreeing to the price.

6.3 **Labor Standards Apply.** All changed Work is subject to the Davis-Bacon, Contract Work Hours and Safety Standards Act, Build America, Buy America and other requirements of this Contract.

6.4 **Bonds.** The penal sums of the performance and payment bonds shall be increased to reflect any increase in the Contract Price, as required by O.C.G.A. §§ 36-91-70 and 36-91-90.

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

7.1 **Superintendent and Workforce.** The Contractor shall keep a competent superintendent on site at all times Work is in progress, who shall have authority to act for the Contractor. The Contractor shall assign only qualified persons to the Work, including qualified electrical workers for all work on or near energized lines, and shall remove from the project any person the City reasonably finds unqualified or unsafe.

7.2 **Safety.** The Contractor is solely responsible for the safety of its employees, subcontractors and the public in connection with the Work. The Contractor shall comply with OSHA 29 CFR 1926 Subpart V, 29 CFR 1910.269 and the National Electrical Safety Code, shall follow its site-specific safety plan, and shall report any injury or incident to the City within twenty-four (24) hours.

7.3 **Outages and Switching.** All switching will be performed or authorized by City personnel. The Contractor shall schedule planned outages with the Electric Distribution Manager at least seventy two (72) hours in advance. The City will notify affected customers. The Contractor shall not operate any City switching device unless directed by the City.

7.4 **Locates, Permits and Traffic Control.** The City will obtain the Georgia Department of Transportation permit. The Contractor shall obtain and maintain all utility locate requests through Georgia 811, shall comply with all permit conditions, and shall provide traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

7.5 **Right-of-Way and Restoration.** The Contractor shall perform any right-of-way clearing needed for construction and shall restore all disturbed areas, including yards, driveways, ditches and shoulders, to their original condition. The Contractor shall implement erosion and sediment controls as required by the permit and applicable law.

7.6 **Joint Use Attachments.** The City will notify attaching entities of each pole replacement. The Contractor shall coordinate its schedule with those transfers, shall not remove an existing pole until all third-party attachments have been transferred, and shall remove the existing pole within thirty (30) days after the final transfer.

7.7 **Protection of Property.** The Contractor shall protect public and private property, utilities and improvements adjacent to the Work and shall repair, at its expense, any damage it causes.

7.8 **Cleanup.** The Contractor shall keep the site free of debris and, at completion, remove all equipment, surplus materials and waste.

7.9 **Licenses and Laws.** The Contractor shall hold all licenses required to perform the Work and shall comply with all applicable federal, state and local laws.

ARTICLE 8. FEDERAL LABOR STANDARDS

8.1 **Davis-Bacon and CWHSSA.** The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and 29 CFR Parts 1, 3 and 5. The clauses at 29 CFR 5.5(a) and (b), attached as Attachment B-1, are part of this Contract.

8.2 **Wage Rates.** All laborers and mechanics employed by the Contractor and its subcontractors shall be paid not less than the wages and fringe benefits in the wage determination attached as Exhibit C (General Decision No. GA20260064, Heavy, Modification No. 1, dated 05/18/2026), and overtime at one and one-half times the basic rate for hours worked over forty (40) in a workweek.

8.3 **Classifications Not Listed.** If any classification of laborer or mechanic needed to perform the Work, such as line worker, groundman or line equipment operator, is not listed in Exhibit C, the Contractor shall submit a conformance request (Form SF-1444) to the City before that classification performs Work, as required by 29 CFR 5.5(a)(1)(iii). The City will forward the request through GEFA to the U.S. Department of Labor. The Contractor shall pay any conformed rate retroactively to the first day the classification performed Work.

8.4 **Certified Payrolls.** The Contractor and each subcontractor shall submit weekly certified payrolls, with the signed Statement of Compliance, through LCPtracker within seven (7) days after the end of each pay period, and shall keep payroll records for three (3) years after completion of the Work.

8.5 **Posting and Interviews.** The Contractor shall post the Davis-Bacon poster (Form WH-1321) and the wage determination at the job site where workers can easily see them, and shall permit the City, GEFA, DOE and the U.S. Department of Labor to interview employees during working hours.

8.6 **Flow-Down.** The Contractor shall include Attachment B-1 and this Article in every subcontract at any tier and is responsible for compliance by all subcontractors.

ARTICLE 9. E-VERIFY

9.1 **Contractor Affidavit.** The Contractor's notarized affidavit under O.C.G.A. § 13-10-91 (Exhibit D) is incorporated into this Contract. The Contractor shall use E-Verify throughout the Contract term. Failure to do so is a material breach.

9.2 **Subcontractors.** The Contractor shall contract only with subcontractors who provide a notarized subcontractor affidavit under O.C.G.A. § 13-10-91(b)(3), and shall deliver copies of all subcontractor and sub-subcontractor affidavits and notices to the City within five (5) business days of receipt.

ARTICLE 10. BUILD AMERICA, BUY AMERICA

10.1 **Requirement.** All iron and steel, manufactured products and construction materials furnished by the Contractor and permanently incorporated into the Work shall be produced in the United States as required by the Build America, Buy America Act (Pub. L. 117-58, §§ 70901–70927) and 2 CFR Part 184, unless a waiver has been approved by DOE.

10.2 **Certifications.** Before installing any Contractor-furnished material, the Contractor shall deliver to the City the manufacturer's or supplier's signed certification of compliance identifying the product and its place of manufacture. The Contractor shall certify compliance with each pay application.

10.3 **Nonconforming Materials.** Materials that do not comply will not be accepted or paid for, and the Contractor shall remove and replace them at its expense. The Contractor shall notify the City immediately if a compliant product cannot be obtained so the City may evaluate a waiver request through GEFA.

ARTICLE 11. SUBCONTRACTS

11.1 **Approval.** No part of the Work may be subcontracted without the City's prior written approval. The Contractor remains fully responsible for all Work performed by subcontractors.

11.2 **Requirements.** Before any subcontractor begins work, the Contractor shall confirm that the subcontractor is not debarred, suspended or otherwise excluded in SAM.gov and shall deliver the subcontractor's E-Verify affidavit. Every subcontract shall include Exhibit B, Attachment B-1, and Articles 8 through 10 of this Agreement.

11.3 **Affirmative Steps.** When subcontracting, the Contractor shall take the affirmative steps in 2 CFR 200.321 to use small and minority businesses, women's business enterprises and labor surplus area firms when possible.

ARTICLE 12. BONDS AND INSURANCE

12.1 **Bonds.** Before executing this Agreement, the Contractor shall deliver a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the Contract Price, issued by a surety licensed to do business in Georgia and listed on U.S. Treasury Circular 570, on forms acceptable to the City Attorney, as required by O.C.G.A. §§ 36-91-70 and 36-91-90 and 2 CFR 200.326. If a surety becomes insolvent or is removed from Circular 570, the Contractor shall promptly furnish a replacement bond.

12.2 **Insurance.** The Contractor shall maintain, until final acceptance and for any warranty work, insurance from insurers authorized to do business in Georgia with at least the following limits:

(a) Commercial general liability: $1,000,000 per occurrence and $2,000,000 aggregate, including products-completed operations;

(b) Automobile liability: $1,000,000 combined single limit, covering owned, hired and non-owned vehicles;

(c) Workers' compensation: statutory limits, with employer's liability of $1,000,000; and

(d) Umbrella or excess liability: $5,000,000

12.3 **Insurance Terms.** The City, its elected officials, officers and employees shall be named as additional insureds on the general liability, automobile and umbrella policies, on a primary and non-contributory basis. The policies shall include a waiver of subrogation in favor of the City. The Contractor shall deliver certificates and endorsements before execution of this Agreement and shall give the City at least thirty (30) days' notice of cancellation or material change. The Contractor shall require subcontractors to carry insurance appropriate to their work.

ARTICLE 13. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City, its elected officials, officers and employees from all claims, damages, losses, fines and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of the Work or the acts or omissions of the Contractor, its subcontractors or anyone for whom they are responsible, including claims arising from violations of the labor, E-Verify or Build America, Buy America requirements of this Contract. Consistent with O.C.G.A. § 13-8-2(b), this Article does not require the Contractor to indemnify the City for damages arising from the City's sole negligence. This obligation survives termination and completion.

ARTICLE 14. INSPECTION, ACCEPTANCE AND WARRANTY

14.1 **City's Representative.** The City's Electric Distribution Manager, Brad Alexander, or another person the City designates in writing, is the City's Representative for this Contract and has authority to inspect, approve or reject Work. The City's Representative may not change the Contract Price or Contract Time except by Change Order.

14.2 **Inspection.** The City, GEFA, DOE and their representatives may inspect the Work at any time. The Contractor shall correct rejected Work promptly at its expense. Inspection or payment does not constitute acceptance of defective Work.

14.3 **Final Acceptance.** When the Contractor believes the Work is complete, it shall notify the City in writing. The City will inspect and issue either written final acceptance or a list of items to be corrected.

14.4 **Warranty.** The Contractor warrants that the Work will be free of defects in workmanship and Contractor-furnished materials for one (1) year after final acceptance, and shall correct any defect at its expense within a reasonable time after written notice. This warranty does not cover defects in City-furnished materials not caused by the Contractor's handling or installation.

ARTICLE 15. RECORDS AND AUDIT

The Contractor shall keep complete records of the Work, including payroll, cost, materials and certification records. The City, GEFA, DOE, the DOE Inspector General and the Comptroller General of the United States shall have access to those records for audit, examination and copying. The Contractor shall retain all records for three (3) years after final payment and closeout of the City's grant, or longer if any audit, litigation or claim is pending.

ARTICLE 16. SUSPENSION AND TERMINATION

16.1 **Suspension.** The City may suspend the Work in whole or in part by written notice. If the suspension is not caused by the Contractor, the Contract Time shall be extended and the Contract Price equitably adjusted for documented costs of the suspension.

16.2 **Termination for Cause.** If the Contractor fails to perform the Work in accordance with this Contract, fails to maintain progress, fails to pay subcontractors or workers, violates the labor, E-Verify or Build America, Buy America requirements, or otherwise materially breaches this Contract, and does not cure the failure within ten (10) days after written notice, the City may terminate this Contract for cause, take possession of the Work and City-furnished materials, and complete the Work by other means. The Contractor and its surety shall be liable for the City's costs of completion exceeding the unpaid balance of the Contract Price.

16.3 **Termination for Convenience.** The City may terminate this Contract for convenience, including if GEFA or DOE funding is withdrawn, reduced or suspended, by written notice. The Contractor shall be paid for Work properly performed through the termination date, plus reasonable documented demobilization costs, but not for anticipated profit on Work not performed.

16.4 **Remedies.** The City may pursue all administrative, contractual and legal remedies available for the Contractor's breach. Rights and remedies under this Contract are cumulative.

ARTICLE 17. DISPUTES

The Contractor shall give the City written notice of any claim within fourteen (14) days after the event giving rise to it. The parties shall attempt in good faith to resolve disputes at the project level and then between the Contractor's principal and the City Manager. The Contractor shall continue the Work during any dispute. Disputes concerning the labor standards provisions of this Contract are subject to the procedures of the U.S. Department of Labor under 29 CFR Parts 5, 6 and 7, as provided in Attachment B-1, and not to this Article.

ARTICLE 18. GENERAL PROVISIONS

18.1 **Independent Contractor.** The Contractor is an independent contractor and not an agent or employee of the City.

18.2 **Assignment.** The Contractor may not assign this Contract or any payment under it without the City's prior written consent and the consent of the surety.

18.3 **Conflicts of Interest.** The Contractor certifies that no City official or employee has a financial interest in this Contract and that it has not offered or given any gratuity to any City official or employee to obtain this Contract.

18.4 **Nondiscrimination.** The Contractor shall comply with the nondiscrimination provisions of Exhibit B.

18.5 **Governing Law and Venue.** This Contract is governed by the laws of the State of Georgia, except where federal law applies. Venue for any action shall be in the Superior Court of Elbert County, Georgia.

18.6 **Immunities.** Nothing in this Contract waives any immunity of the City or its officials and employees under Georgia law.

18.7 **Notices.** Notices shall be in writing and delivered by hand, certified mail or nationally recognized overnight courier, with a copy by email, to the addresses below the signatures or to any other address a party designates by notice.

18.8 **Entire Agreement; Amendments.** The Contract Documents are the entire agreement of the parties and supersede prior negotiations. This Contract may be amended only in writing signed by both parties.

18.9 **Severability; Waiver.** If any provision is held invalid, the remaining provisions remain in effect. A waiver of any breach is not a waiver of any other breach.

18.10 **Survival.** Provisions concerning indemnification, warranty, records, audit, labor standards and payment of wages survive completion or termination.

18.11 **Counterparts.** This Agreement may be executed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF ELBERTON, GEORGIA

By: _____
Name: _____
Title: Mayor
Date: _____

Attest: _____
Devan Seawright, City Clerk
(SEAL)

Approved as to form:

_____
City Attorney

Notice address: City Clerk, P.O. Box 70, 203 Elbert Street, Elberton, GA 30635; dseawright@cityofelberton.net, with a copy to the Electric Distribution Manager, balexander@cityofelberton.net

CONTRACTOR: [CONTRACTOR LEGAL NAME]

By: _____
Name: _____
Title: _____
Date: _____

Attest: _____
Name/Title: _____ (Corporate Secretary or other authorized officer)

Notice address: _____

E-Verify User ID No.: _____ Date of Authorization: _____

Attachments incorporated by reference:

Exhibit B – Federal Contract Provisions, with Attachment B-1 (29 CFR 5.5(a) and (b))

Exhibit C – Davis-Bacon Wage Determination GA20260064, Modification No. 1 (05/18/2026)

Exhibit D – Georgia E-Verify Affidavits (O.C.G.A. § 13-10-91)

Performance Bond and Payment Bond

Certificates of Insurance and Endorsements

Contractor's Bid Response Form, including unit prices and certifications