



**REQUEST FOR BIDS (No. 028-18)**

-----

**MOUNT BERRY MULTI-USE TRAIL  
PHASE I**

-----

**October 5, 2018**

The City of Rome, Georgia is requesting bids from qualified contractors to provide construction services for the Mount Berry Trail from its trailhead at the end of Coligni Way and continuing along the west side of the Oostanaula River to the end of the Phase I project near Big Dry Creek for a distance of approximately 10,600 feet. The work involves some grading, placement of crushed stone for the trail surface, construction of fencing and two timber bridges. The City of Rome reserves the right to accept or reject any or all bids as determined by them to be in the City's best interest.

Bids shall be received until 9:30 a.m. on Tuesday, November 13, 2018 in the Sam King Room of City Hall, 601 Broad Street, Rome, Georgia 30161, at which time and place all Bids will be publicly opened and acknowledged.

To obtain more detailed instructions concerning the scope of work, and information to be included in Bids submitted in response to this Request visit the City of Rome website at <http://www.rome.ga.us> or contact the Public Works Office at (706)236-4466. Also, you may request the 'Instructions to Bidders for Mount Berry Multi-Use Trail – Phase I (No. 028-18)' by e-mail to [mhollingsworth@rome.ga.us](mailto:mhollingsworth@rome.ga.us) or by fax (706)236-4532, being sure to include your company name and mailing address.

CITY OF ROME, GEORGIA

By: Ms. Johnna Allen  
Purchasing Director

601 Broad Street • PO Box 1433 • Rome, Georgia 30162-1433  
phone: 706/236-4410 • fax: 706/236-4549

[www.rome.ga.us](http://www.rome.ga.us)



# MOUNT BERRY MULTI-USE TRAIL PHASE I

## CONTRACT DOCUMENTS

CONTENTS	Page
Instructions to Bidders	IB-1
Bid	B-1
List of Local Contractors	LOC-1
List of DBE Contractors	LDBE-1
Bidder's Declaration	BD-1
Non-Collusion Affidavit	NCA-1
Certificate of Non-Discrimination	CND-1
Drug-Free Workplace Certificate	DFWC-1
State of Georgia Prompt Pay Act Affidavit	SGPPAA-1
Taxpayer Identification Number and Certification	TINC-1
E-Verify Affidavit	EV-1
SAVE Compliance Certificate	SAVE-1
Notice of Commencement	NOC-1
Contract Agreement	CA-1
Performance Bond	PB-1
Payment Bond	PmB-1
General Conditions	GC-1

CONSTRUCTION PLANS	Sheet
Cover Sheet	1
General Notes	2
Typical Sections	3
Trailhead Site Plan	4
Sta.0+00 – Sta.113+00	5-9
Bridge No.1 – Plan View	10
Bridge No.1 – Profile	11
Bridge No.2 – Plan View	12
Bridge No.2 – Profile	13
Bridge Details	14-15
Details Sta.55+50 – Sta.60+00	16
General Details	17

## INSTRUCTIONS TO BIDDERS

1. Intent: It is intended that the Instructions to Bidders, General Conditions and the Construction Plans shall define and describe the complete work to which they relate.

2. Definitions: Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:

"Owner" shall mean the City of Rome, Georgia, or its authorized and legal representative.

"Director" shall mean the Public Works Director of Rome, Georgia, or his authorized and legal representatives.

"Engineer" shall mean the Director of Engineering Services Department of Rome, Georgia, or his authorized and legal representative.

"Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

"Contract Time" shall mean 180 consecutive calendar days for completion of the work, to be computed from the date of the Notice to Proceed.

"Liquidated Damages" shall mean the sum of Two Hundred Dollars (\$200.00) which the Bidder agrees to pay for each consecutive calendar day beyond the Contract Time required to complete the work.

"Products" shall mean materials or equipment permanently incorporated into the work.

"Provide" shall mean to furnish and install.

3. Work to Be Done: The work to be done consists of furnishing all products and performing all labor necessary to construct the MOUNT BERRY MULTI-USE TRAIL - PHASE I, Bid No. 0028-18, including, but not limited to grading, placement of crushed stone for the trail surface, construction of fencing and two timber bridges.

4. Addenda and Interpretations: No interpretation of the meaning of the plans or other pre-bid documents will be made to any bidder orally. All questions should be submitted simultaneously via e-mail to [JAllen@romea.us](mailto:JAllen@romea.us) and [KMilam@romea.us](mailto:KMilam@romea.us). All questions and answers will be posted with other bid documents on the City of Rome website at

[www.RomeFloyd.com](http://www.RomeFloyd.com). In order for a request for an interpretation to be given consideration, it must be received at least five days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be mailed to all prospective bidders that have received Bid Documents by mail from the Engineering Services Department (at the respective addresses furnished), and shall be posted on the City of Rome website not later than three days prior to the date affixed for the opening of the bids. Failure of a bidder to receive any Addendum shall not relieve him of any obligation under his bid. It shall be the full and complete responsibility of the bidder choosing to download documents from the City of Rome website to visit said site on a frequent basis to obtain any Addenda that may be issued. Any Bid received that does not acknowledge all Addenda issued shall be considered incomplete and may be rejected.

5. Substitutions: Whenever the design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Construction Plans. Any item other than those so designated shall be considered a substitution.

Approval of substitutions will be made under the following provisions:

- (a) If the manufacturer is named in the Construction Plans as an approved manufacturer, products of the manufacturer meeting all specification requirements are acceptable.
- (b) If the term "EQUAL TO" precedes the names of approved manufacturers in the Construction Plans, the Contractor may, after receiving the Notice to Proceed, submit shop drawings on the substitute product for the approval of the Engineer.

Any bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder should include in his bid the cost of accessory items which may be required by the substitute product and the cost of any architectural, structural, mechanical, piping, electrical, or other modifications required to accommodate the substitution.

Approval of the Engineer is dependent on his determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, and service life to the product on which the design is based, and will require no other major modifications to the project design.

6. Site Examination: The Bidder is highly advised to examine the location of the work and to inform himself fully as to its conditions; the conformation of the ground; the character, quality, the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the

site will not relieve the successful bidder of his obligation to furnish all products and labor necessary to carry out the provisions of his contract.

The Bidder shall confine his examination to the specific areas designated for the proposed construction.

7. Bids: All Bids must be made on the Bid forms contained herein. The Bids shall be enclosed in a sealed envelope, addressed to the City of Rome, P.O. Box Box 1433, Rome, Georgia, 30162-1433, and labeled "MOUNT BERRY MULTI-USE TRAIL - PHASE I, Bid No. 0028-18". Any bid package received not bearing this information may be considered incomplete and may not be opened.

8. Contract Security: The Surety of the Performance Bond, and Payment Bond shall be a surety company authorized to do business in the State of Georgia, shall be listed in the Department of the Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the Attorney for the Owner. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

9. Right to Reject Bids: The Owner reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening Bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his bid, either personally, by facsimile, or written request, at any time prior to the scheduled closing time for receipt of bids. Facsimile or written request for withdrawal must be in the possession of the Owner prior to the closing time for receipt of bids.

10. Bid Opening: Bids will be opened in public and read aloud. All bidders are welcome to be present at the opening.

11. Determination of Successful Bidder: The Contract will be awarded to the overall best responsive, responsible bidder, if awarded.

(a) Responsibility: The determination of the Bidder's responsibility will be made by the Owner based on whether the Bidder:

- (1) maintains a permanent place of business,
- (2) has the appropriate technical experience,
- (3) has adequate plant and equipment to do the work properly and expeditiously, and

(4) has suitable financial means to meet obligations incidental to the work.

The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy the Owner that he is properly qualified to carry out the obligations of the Contract.

(b) Responsiveness: The determination of responsiveness will be made by the Owner based on a consideration of whether the Bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

**BID FORM**

-----

TO THE CITY OF ROME, GEORGIA

Submitted: \_\_\_\_\_, 2018

The undersigned, as Bidder, hereby declares that the only person or persons interested in the BID as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this BID or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making BID; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Construction Plans for the work and contractual documents relative thereto, and has read all Instructions to Bidders and General Conditions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this BID is accepted, to contract with the City of Rome, Georgia, in the form of contract specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the **MOUNT BERRY MULTI-USE TRAIL, PHASE I, Bid No. 0028-18**, in full and complete accordance with the shown, noted, and reasonably intended requirements of the Construction Plans and Contract Documents to the full and entire satisfaction of the City with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents, for the following prices:

ITEM 1 - For furnishing all materials and performing all labor necessary to complete **MOUNT BERRY MULTI-USE TRAIL, PHASE I**, including all work shown and/or specified but not included in Items 2 through 13 below, the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

ITEM 2 - GRADING COMPLETE

- a. 1 l.s. (lump sum) Trailhead (Sheet 4) \$\_\_\_\_\_
- b. 1 l.s. Trail (Sta.0+00-Sta.100+50) \$\_\_\_\_\_

ITEM 3 – EROSION CONTROL DEVICES

- a. 160 s.y. Construction Exit \$\_\_\_\_\_/s.y. \$\_\_\_\_\_
- b. 1600 l.f. Silt Fence, Sd1-NS \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- c. 8100 l.f. Silt Fence, Sd1-S \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- d. 8100 s.y. Temp. Mulch, Ds1 \$\_\_\_\_\_/s.y. \$\_\_\_\_\_
- e. 2.1 acre Permanent Grassing, Ds3 \$\_\_\_\_\_/acre \$\_\_\_\_\_

ITEM 4 – ASPHALTIC CONCRETE PAVEMENT

- a. 1320 s.y. 6-in. graded aggregate base \$\_\_\_\_\_/s.y. \$\_\_\_\_\_
- b. 1320 s.y. Asphalt prime \$\_\_\_\_\_/s.y. \$\_\_\_\_\_
- c. 1280 s.y. 12.5mm Superpave asphalt \$\_\_\_\_\_/s.y. \$\_\_\_\_\_

ITEM 5 – 3-IN. CRUSHER RUN STONE

- a. 430 s.y. Approach Trl. Sta. 4+04 - Sta. 6+17 \$\_\_\_\_\_/s.y. \$\_\_\_\_\_
- b. 460 s.y. Sta. 2+58 - Sta. 4+87 \$\_\_\_\_\_/s.y. \$\_\_\_\_\_

ITEM 6 – 4-IN. NO. 810 SCREENINGS

- a. 259 l.f. Sta. 0+00 - Sta. 2+59 \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- b. 873 l.f. Sta. 4+87 - Sta.13+60 \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- c. 3774 l.f. Sta.13+60 - Sta.51+34 \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- d. 2606 l.f. Sta.51+75 = Sta.77+81 \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- e. 527 l.f. Sta.78+03 - Sta.83+30 \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- f. 1730 l.f. Sta.83+30 = Sta.100+60 \$\_\_\_\_\_/l.f. \$\_\_\_\_\_

ITEM 7 – BRIDGE NO. 1, COMPLETE

- a. 1 l.s. Remove & replace rip-rap \$\_\_\_\_\_
- b. 2 ea. 12-in. timber pile bent, complete \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- c. 2 ea. 12-in. timber sill \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- d. 2 ea. Concrete sill pad, complete \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- e. 12 ea. 15-in. bearing shoe \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- f. 12 ea. 12-in. bearing shoe \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- g. 22 l.f. Bridge Span No.1 and No.3 \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- h. 20 l.f. Bridge Span No.2 \$\_\_\_\_\_/l.f. \$\_\_\_\_\_

ITEM 8 – BRIDGE NO. 2, COMPLETE

- a. 1 l.s. Remove & replace rip-rap \$\_\_\_\_\_
- b. 2 ea. 12-in. timber sill \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- c. 2 ea. Concrete sill pad, complete \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- d. 12 ea. 15-in. bearing shoe \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- e. 23 l.f. Bridge, full span \$\_\_\_\_\_/l.f. \$\_\_\_\_\_

ITEM 9 – CATTLE FENCE

- a. 8 ea. 10-ft. Field gate, complete \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- e. 2500 l.f. 3-Rail fence, complete \$\_\_\_\_\_/l.f. \$\_\_\_\_\_

ITEM 10 – SIGNAGE w/POSTS

- a. 2 ea. 12"x24" Temp. End of Trail \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- b. 1 ea. 12"x30" Mt. Berry Trail \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- c. 2 ea. 12"x36" Trail Closed \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- d. 2 ea. 24"x24" Cattle Warning \$\_\_\_\_\_/ea. \$\_\_\_\_\_

ITEM 11 – MISCELLANEOUS

- a. 1 l.s. Trailhead monument \$\_\_\_\_\_
- b. 10 ea. Distance marker \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- c. 400 l.f. Remove exist. fence \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- d. 1 ea. Remove exist. gate/fence \$\_\_\_\_\_/ea. \$\_\_\_\_\_  
Sta. 56+65
- e. 15 ea. Concrete curb stops \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- f. 230 l.f. 6-ft. Chain link fence \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- g. 2 ea. 4-in. Bollard, complete \$\_\_\_\_\_/ea. \$\_\_\_\_\_
- h. 320 l.f. 4-in. White parking stripe \$\_\_\_\_\_/l.f. \$\_\_\_\_\_
- i. 20 l.f. 2-in. PVC elec. conduit \$\_\_\_\_\_/l.f. \$\_\_\_\_\_  
w/12ga. jumper

**ADDITIONAL WORK IF DIRECTED BY ENGINEER**

ITEM 12 – GEOTEXTILE FABRIC

- a. 2400 s.y. 10 ft. wide \$\_\_\_\_\_/s.y. \$\_\_\_\_\_

ITEM 13 - REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIALS

- a. 50 c.y. Trail subgrade \$\_\_\_\_\_/c.y. \$\_\_\_\_\_
- b. 20 c.y. Rock excavation \$\_\_\_\_\_/c.y. \$\_\_\_\_\_

TOTAL ITEMS 1 THROUGH 13, INCLUSIVE IN THE AMOUNT OF \_\_\_\_\_  
 \_\_\_\_\_ DOLLARS ( \$\_\_\_\_\_ ).

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Owner, and to fully complete all work under this Contract within 180 consecutive calendar days from and including said date.

The Bidder declares that he understands that quantities for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices started herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Bidder acknowledges receipt of Addenda \_\_\_\_\_ .

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

\_\_\_\_\_

Phone:

**LIST OF LOCAL CONTRACTORS  
AND LOCAL MATERIALS SUPPLIERS**

The following is the list of Local Contractors/Local Suppliers referenced and made an integral part of in the Bid Form submitted by:

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

The following work will be performed (or provided) by Local Contractors/Suppliers and coordinated by the Bidder:

WORK SUBJECT

SUBCONTRACTOR

Grading: \_\_\_\_\_

Bridge Construction: \_\_\_\_\_

Fence Construction: \_\_\_\_\_

Paving: \_\_\_\_\_

MATERIAL

SUPPLIER/MFR.

Concrete: \_\_\_\_\_

Timber: \_\_\_\_\_

Guard Rail: \_\_\_\_\_

Asphalt: \_\_\_\_\_

**LIST OF DBE CONTRACTORS  
AND DBE MATERIALS SUPPLIERS**

The following is the list of DBE Contractors/ Suppliers referenced and made an integral part of in the Bid Form submitted by:

Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

The following work will be performed (or provided) by DBE Contractors/Suppliers and coordinated by the Bidder:

WORK SUBJECT

SUBCONTRACTOR

Grading: \_\_\_\_\_

Bridge Construction: \_\_\_\_\_

Fence Construction: \_\_\_\_\_

Paving: \_\_\_\_\_

MATERIAL

SUPPLIER/MFR.

Concrete: \_\_\_\_\_

Timber: \_\_\_\_\_

Guard Rail: \_\_\_\_\_

Asphalt: \_\_\_\_\_

**BIDDERS DECLARATION**

The Bidder understands, agrees and warrants:

That the Bidder has carefully read and fully understands the full scope of the specifications.

That the Bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to the opening of bids, but may not be withdrawn after such date and time.

That the City of Rome reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. The City of Rome reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the Bidder acknowledges that the City of Rome has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the Bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name	Title

Name	Title

Affix Corporate Seal (If applicable)

**NON-COLLUSION AFFIDAVIT**

THIS AFFIDAVIT IS TO ACCOMPANY THE BID:

STATE OF GEORGIA  
COUNTY OF FLOYD

\_\_\_\_\_  
Owner, Partner or Officer of Firm

\_\_\_\_\_  
Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says, that he/she is the agent authorized by the Bidder to submit the attached bid. Affiant further states as Bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the City of Rome or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Rome or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for item specified.

Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the Bidder agrees as follows:

The Bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or ancestry. The Bidder shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin or ancestry. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the Bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by the City of Rome. The Bidder may be declared, by the City of Rome, ineligible for further contracts with the City of Rome until satisfactory proof of intent to comply shall be made by the Bidder.

The Bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

## DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Bidder certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" will be complied with in full. The Bidder further certifies that:

1. A drug-free workplace will be provided for the Bidder's employees during the performance of the contract; and
2. Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3 (b) (7)."

By signature on this certificate, the Bidder further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF GEORGIA PROMPT PAY ACT AFFIDAVIT**

THIS AFFIDAVIT IS TO ACCOMPANY THE BID

GEORGIA PROMPT PAY ACT: The Georgia Prompt Pay Act was enacted by the General Assembly in 1994 and took effect January 1, 1995. This act requires owners to pay contractors within 15 days of receipt of a pay request by the owner or the owner's representative. If payment is not made the owner shall pay the contractor 1% per month interest on the delayed payment. Additionally, the contractor must pay subcontractors within 15 days of receipt of payment from the owner.

This Act is Code Section 13-11-1 (Georgia Laws of 1994, p. 1398 par. 4)

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CITY OF ROME, GEORGIA

E-VERIFY COMPLIANCE AFFIDAVIT

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 engaged in the physical performance of services on behalf of the City of Rome, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A, § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_(city) \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

\_\_\_\_\_

CITY OF ROME, GEORGIA

SAVE COMPLIANCE AFFIDAVIT

O.C.G.A § 50-36-1()(2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Contract or Services, as referenced O.C.G.A. C. § 50-36-1, from the City of Rome, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_(city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

SAVE-1

STATE OF GEORGIA,  
COUNTY OF FLOYD:

**NOTICE OF COMMENCEMENT**

TO: CLERK OF SUPERIOR COURT OF FLOYD COUNTY, GEORGIA

Pursuant to O.C.G.A. § 13-10-62(a), not later than fifteen (15) days after physically commencing work on the property, the undersigned gives Notice of Commencement of improvements to property including the following information:

1. The name, address and telephone number of the contractor;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The name and location of the public work being constructed or a general description of the improvement;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The name and address of the state or the agency or the authority of the state that is contracting for the public works construction;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The name and address of the surety for the performance and payment bonds, if any; and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The name and address of the holder of the security deposit provided, if any.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THIS DOCUMENT MUST BE FILED WITH THE CLERK OF THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE PROJECT IS LOCATED AND A COPY OF THIS DOCUMENT MUST BE POSTED AT THE PROJECT SITE NOT LATER THAN FIFTEEN (15) DAYS AFTER THE CONTRACTOR PHYSICALLY COMMENCES WORK ON THE PROPERTY.

WITHIN TEN (10) CALENDAR DAYS OF THE RECEIPT OF A WRITTEN REQUEST, GIVE A COPY OF THIS NOTICE OF COMMENCEMENT TO ANY SUBCONTRACTOR, MATERIALMAN OR PERSON MAKING THE REQUEST.

## CONTRACT AGREEMENT

This agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Rome, Georgia, part of the first part (hereinafter called the "Owner"), and \_\_\_\_\_, party of the second part, (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Owner as follows:

1. That the Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete in a good, firm, substantial and workmanlike manner construction of **MOUNT BERRY MULTI-USE TRAIL - PHASE I**, Bid No. 028-18 and will complete work in strict conformity with the Drawings and the Specifications, together with the foregoing Bid made by the Contractor, the Advertisement for Bids, Instructions to Bidders, General Conditions, this Agreement, Performance and Payment Bonds, and all Addenda hereto annexed which form essential parts of this Agreement, as if fully contained herein. The work covered by this Agreement includes all work as shown on the Construction Plans, specified, and listed in the attached Bid.
2. That the Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written Notice to Proceed and shall fully complete all work hereunder within **180** consecutive calendar days. Time is of the essence in this Contract, and the Contractor shall pay to the Owner, not as a penalty, but as liquidated damages, the sum of Two Hundred Dollars (\$200.00) for each calendar day that he shall be in default of completing the work within the time limit named herein. These fixed liquidated damages are not established 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 and the general public of Floyd County, Georgia, as a result of the failure on the part of the Contractor to complete the work on time. Such liquidated damages 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.
3. The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications and Bid, in lawful money of the United States the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which sum shall also

pay for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work, and for all expenses incurred by or in consequence of the work, its, suspension or discontinuance, and for well and faithfully completing the work and the whole thereof, as herein provide, and for replacing defective work or products for a period of one year after completion.

4. The Owner shall make monthly partial payments to the Contractor in accordance with the provisions of the Contract Documents.
5. Final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner, in accordance with the provisions of the Contract Documents.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at his expense, within five (5) days after the receipt of notice from the Owner 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 Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

AND WHEREAS, during the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations  
The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination  
The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in

discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations 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 ground of race, color, sex, or national origin.

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 of information and its facilities as may be determined by the City of Rome, Georgia or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City of Rome, Georgia, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in four (4) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

CITY OF ROME, GEORGIA:

Signed and sealed in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR'S NAME:

\_\_\_\_\_

Signed and sealed in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: If the Contractor is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the Corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership name by one of the partners, with indication that he is a general partner.

PERFORMANCE BOND

STATE OF GEORGIA

COUNTY OF FLOYD

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, (hereinafter known as "Contractor"), and we \_\_\_\_\_, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Rome, Georgia, for the use and \_\_\_\_\_ and no/100 Dollars (\$ \_\_\_\_\_) for the payment of which well and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for construction of **"MOUNT BERRY MULTI-USE TRAIL - PHASE I, Bid No. 028-18"**, as more fully appears in a written agreement bearing the date of \_\_\_\_\_, 2018, a copy of which Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract hereinbefore referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect the obligations under this obligation or bond, and notice is

PB-1

hereby waived of any such damage, extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-4 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018. Executed in four (4) counterparts.

CONTRACTOR: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

1. \_\_\_\_\_

(SEAL)

2. \_\_\_\_\_

SURETY:

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

1. \_\_\_\_\_

(SEAL)

2. \_\_\_\_\_

PB-2

PAYMENT BOND

STATE OF GEORGIA

COUNTY OF FLOYD

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, (hereinafter known as "Contractor"), and we, \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Rome, Georgia, (hereinafter called the "Owner") in the penal sum of \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_\_.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract with said Owner, dated \_\_\_\_\_, 2018, (hereinafter called the "Contract"), for construction of **"MOUNT BERRY MULTI-USE TRAIL - PHASE I, Bid No. 028-18"**, which Contract, Drawings and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension or of addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of

PmB-1

action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the \_\_\_\_\_, as agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36-10-1 et seq and all the provisions of law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety had hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
Executed in four (4) counterparts.

CONTRACTOR: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

1. \_\_\_\_\_

(SEAL)

2. \_\_\_\_\_

SURETY: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

By: \_\_\_\_\_

Title: \_\_\_\_\_

1. \_\_\_\_\_

(SEAL)

2. \_\_\_\_\_

## GENERAL CONDITIONS

1. Notice of Award of Contract: As soon as possible, and within 60 days after receipt of bids, the Owner shall notify the successful bidder of the award of the contract.

Should the Owner require additional time to award a contract, the time may be extended by mutual agreement between the Owner and the successful bidder. If an Award of Contract has not been made within 60 days from the bid date or within the extension mutually agreed upon, the bidder may withdraw the bid without further liability on the part of either party.

2. Execution of Contract Documents: Within five days of notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by him and his surety.

Within ten days after receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within time specified, the Owner shall have the right to proceed on the bid bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw his bid without penalty.

Should either party require an extension of any of the time limits stated above, this shall be done only by mutual agreement between both parties.

3. Contract Security: The Contractor shall furnish a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and products in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Georgia and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Georgia or is removed from the list of Surety Companies accepted on Federal

bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety shall have furnished an acceptable bond to the Owner.

The person executing the bond on behalf of the surety shall file with the bond a general power of attorney, unlimited as to amount and type of bond covered by such power of attorney and certified to by an official of said surety.

4. Insurance: The Contractor shall not commence work under this contract until all insurance described below has been obtained and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

(a) Worker's Compensation: The Contractor shall procure and shall maintain during the life of the Contract Agreement, Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation insurance for all the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation insurance. Workmen's Compensation insurance shall include Broad Form All States endorsement.

(b) Comprehensive General Liability: The Contractor shall procure and shall maintain during the life of the Contract Agreement, such Comprehensive General Liability insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract Agreement, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

\$1,000,000	Bodily Injury, including death, each occurrence.
\$250,000	Property Damage, each occurrence.
\$2,000,000	Property Damage, in the aggregate.

The insurance shall include coverage of the following hazards:

Products/Completed Operations  
Independent Contractors  
Contractual Liability

(c) Owner's Protective Liability: The Contractor shall procure and shall maintain during this life of the Contract Agreement, Owner's Protective Liability Insurance with the same limits as the Comprehensive General Liability.

(d) Automobile Liability: The Contractor shall procure and shall maintain during the life of the Contract Agreement, Comprehensive Automobile Liability insurance in amounts not less than the following:

\$1,000,000	Bodily Injury or death to any one person.
\$1,000,000	Bodily Injury, each occurrence.
\$250,000	Property Damage, each occurrence.

(e) Certificates of Insurance: Certificates acceptable to the Owner shall be attached to the signed Contract Documents when they are transmitted to the Owner for execution. These certificates shall contain the statement that "Coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail."

5. Indemnification: The Contractor will indemnify and hold harmless the Owner, its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner, 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 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 workmen's compensation acts, disability benefit acts or other employee benefits acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Owner, his agents or employees arising out of the preparation or approval or drawings, opinions, reports, surveys, change orders, designs or specifications.

6. Notice to Proceed: The Notice to Proceed shall be issued following the pre-construction conference within ten (10) days of the execution of the Contract Agreement by the Owner. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the contractor may terminate the Contract agreement without further liability on the part of either party.

7. Suspension of Work, Termination and Delay:

(a) If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or is a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen, materials or equipment, or if he repeatedly fails to make prompt payments to subcontractor or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Director, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all products, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor and/or his surety shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Director and incorporated in a change order.

(b) Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or

payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

(c) After ten (10) days from delivery of a written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

8. Assignments: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

9. Subcontracting:

(a) The Contractor shall not subcontract the complete work, or any major part thereof.

(b) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(c) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

(d) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

10. Laws and Regulations: The Contractor's attention is directed to the fact that all applicable Federal, State, and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The Contractor shall keep himself fully

informed of all laws, ordinances and regulations of the Federal, State, County, and municipal governments or authorities in any manner affecting those engaged or employed in the work or the materials used in the work or in any way affecting the conduct of the work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall herewith report the same in writing to the Owner. He shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the Owner and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.

Permits and licenses of a temporary nature, including business licenses, building permits, and land disturbing permits, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

11. Taxes: The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed. The Owner will be responsible for any sales or use tax due on products furnished by the Owner to the Contractor to be incorporated into the work.

12. Notice and Service Thereof:

(a) All Notices, demands, requests, instructions, approvals, and claims shall be in writing.

(b) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Owner in writing), or if deposited in the United States Mail in sealed, postage-prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

(c) All papers required to be delivered to the Owner shall, unless other wise specified in writing to the Contractor, be delivered to the City Manager of Rome, Georgia. Any notice to or demand upon the Owner shall be sufficiently given if delivered to the Office of said City Manager or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said City Manager or to such other representative

of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purposes.

(d) Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt, as the case may be.

13. Land and Right-of-Way: The Owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine his work and all associated activities to the easements and other areas designated for his use.

If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of Contract Time and/or equitable increase in the Contract Price to cover his additional costs as a result thereof. His claim therefore shall be handled as provided for under "Changes in the Contract".

14. Products, Services and Facilities:

(a) It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Sundays, or on legal holidays), equipment, tools, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete place into operation, and deliver the work.

It is further understood that the Contractor's proposed construction schedule is based on a normal 40 hour work week, less recognized holidays. If the Contractor desires to work in excess of this limit, he shall submit a written request to the Owner a minimum of 5 days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours.

(b) Products shall be so stored in accordance with the manufacturer's recommendations to insure the preservation of their quality and fitness for the work. Stored products to be incorporated in the work shall be located so as to facilitate prompt inspection.

(c) Manufactured products shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

(d) Products to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

(e) The Contractor shall maintain a local office with telephone in the general area of the work, and will be required to have a responsible representative on call at all times. The Contractor will also be required to maintain a crew with necessary tools and equipment available on call after normal working hours, on weekends during inclement weather and other times when work is not in progress to perform any necessary emergency repair work which may occur as a result of the work under this Contract.

15. Supervision of Work: The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the Owner without delay. He shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. His authority shall be such that all communication given to him shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Owner, immediately remove any Superintendent, Foreman or workman whom the Engineer may consider incompetent or undesirable.

16. Protection of Work, Property and Persons:

(a) The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Contractor will comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may effect them.

(c) The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by him or any of his subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

(d) In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and shall request a change order covering the changes and deviations involved.

17. Protection of the Environment:

(a) Necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Owner. Their use shall be strictly enforced.

(b) Should the Contractor so desire, he may locate trailers or other structures for housing tools, machinery, and supplies, but they will be permitted only at approved places, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

18. Schedules, Reports and Records: The Contractor shall submit to the Engineer progress schedules, payrolls, reports, estimates, records and other data as the Engineer may request concerning work performed or to be performed.

Immediately after execution of the Contract by the Owner, and before the first partial payment is made, the Contractor shall deliver to the Engineer a construction progress schedule in form satisfactory to the Engineer, showing the proposed dates

of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the Progress Schedule.

The Contractor shall maintain on the project site throughout the Contract Time an up to date set of Record, or As-Built, Drawings. Record Drawings shall depict the project as actually constructed; providing elevations, dimensions, angles, details, sections, etc., as required to locate all exposed or concealed features of the construction. Special attention shall be given to recording deviations from the Contract Drawings. The locations shall be referred to easily identifiable, permanent landmarks or benchmarks, to allow future reproducibility of the measurements with a minimum of personnel and equipment.

19. Construction Plans: The Construction Plans, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all work necessary to complete the project in an acceptable manner, ready for use, occupancy , or operation by the Owner.

In case of conflict Figure dimensions on Construction Plans shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

In cases where products or quantities are omitted from the Bid Form, the description and quantities shown on the Construction Plans shall govern.

Any discrepancies found between the Construction Plans and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities and prior to the Engineer's correction shall be done at the Contractor's risk.

The Engineer will furnish the Contractor three copies of the Construction Plans, one copy of which the Contractor shall have available at all times on the job site.

20. Shop Drawings: The term shop drawings shall mean drawings, prints, descriptive literature, test reports samples, calculations, schedules, material lists and information and items of similar meaning.

(a) Submittals Required: The Contractor shall furnish to the Engineer for review in accordance with the procedure outlined below, shop drawings and

descriptive literature for all manufactured or fabricated products. Detailed information on non-manufactured products shall be provided when requested by the Engineer. Additional information such as special drawings, schedules, calculations and curves, shall be provided as specifically required in the Contract Documents.

(b) Contractor's Review: The Contractor shall review and check drawings and submittals. He shall indicate his approval by initials and date, and shall also reference each drawing number where the item appears. If the drawings or submittals deviate from the Contract Documents, the Contractor shall advise the Engineer, in writing, of the deviation and the reasons therefore. Shop drawings and submittals originating from subcontractors shall be reviewed, initialed and dated by the Contractor.

The Contractor shall submit a minimum of four copies of all shop Drawings to the Engineer. A transmittal form shall accompany each submittal or group of submittals. A separate transmittal sheet shall be used for reference to each numbered paragraph of the specifications.

(c) Engineer Review: All submittals will be reviewed within five days of receipt, stamped, dated and initialed by the Engineer before they are returned to the Contractor.

Acceptable submittals will be marked "No Exceptions Taken". A minimum of two copies will be retained by the Engineer for the Owner's use and the remaining copies will be returned to the Contractor.

Submittals requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". The Contractor may order, fabricate or ship the items included in the submittal, provided the indicated corrections are made. Drawings must be resubmitted for review prior to installation or use of products.

Submittals marked "Amend and Resubmit" must be revised to reflect required changes and initial review procedure repeated.

The "Rejected - See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.

(d) Drawings For Construction: Drawings or other submittals not bearing the Engineer's "No Exceptions Taken" notation shall not be issued to subcontractors or utilized for construction purposes. No work shall be done

or products installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.

(e) Substitutions: In the event the Contractor obtains the Engineer's approval for the use of products other than that which is called for in the Contract Documents, the Contractor shall, at his own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.

(f) Contractor's Responsibility: Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

21. Surveys: The Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with suitable number of bench marks adjacent to the work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

22. Testing, Inspection and Rejection of Work:

(a) Testing of Materials: Unless otherwise specifically provided for in the Specifications, the inspection and testing of products to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner and the cost of such inspection and testing shall be paid by the

Contractor. The Contractor shall furnish evidence satisfactory to the Engineer that the products have passed the required tests prior to their incorporation into the work. The Contractor shall promptly segregate and remove rejected products from the site of the work.

(b) Inspection: The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work performed and products used are in accordance with the requirements and intent of the Specifications and Contract Documents. No work shall be done or products used without suitable supervision or inspection by the Engineer or his representative. Failure to reject any defective work or product shall not in any way prevent later rejection when such defect is discovered, or obligate the Owner to final acceptance.

(c) Rejection of Work and Materials: All products furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected products or work shall be removed immediately. If rejected products or work is not removed within forty-eight hours, the Engineer or Owner shall have the right and authority to stop the work immediately and shall have the right to arrange for the removal of said rejected products or work at the cost and expense of the Contractor. All rejected products or work shall be replaced with other products or work which conforms with the Drawings and Specifications.

(d) Contractor's Responsibility: Inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract and defective work shall be made good regardless of whether such work has been previously inspected by the Engineer and accepted or estimated or payment. The failure of the Engineer to reject improper work shall not be considered a waiver of any defect which may be discovered later, or for work actually defective.

23. Time for Completion and Liquidated Damages: The Contract time shall begin on a date specified in the Notice to Proceed issued by the Engineer.

The Contractor will proceed with the work at a rate of progress which will insure completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

If the Contractor shall fail to complete the work within the contract time, or extended contract time if authorized by change orders, then the Contractor will pay to the

Owner the amount of liquidated damages specified in the Contract Documents for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer.

(a) To any preference, priority or allocation order duly issued by the Owner.

(b) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

(c) To any delays of subcontractors occasioned by any of the causes specified in paragraphs (a) and (b).

24. Changes in the Contract:

(a) Changes in the Work: The Owner may at any time, as the need arises, order change within the scope of the work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the Time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The Engineer, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to a change in Contract Price or time or both, in which event he shall give the Engineer written notice thereof within fifteen days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

The Contractor shall visit the site and become familiar with all conditions of the work. No additional claim will be allowed by the Contractor for conflicts, extra work, or unforeseen conditions associated with any subsurface condition encountered, whether indicated on the Plans or not.

No claim will be allowed for unanticipated working conditions associated with, but not limited to, existing and abandoned utility lines and resulting poor trench conditions, trench collapse, underground structures, etc. The Contractor shall furnish and install sufficient sheeting, shoring and bracing to allow for construction of the work under all conditions, both anticipated and unanticipated, at no additional cost to the Owner.

The Owner reserves the right to relocate the proposed sewer lines or add additional sewer lines at the unit prices bid. No additional payment will be made for additional clearing and grubbing required by relocation of lines. Rock excavation along relocated or new lines shall be paid for at the unit price bid in the Bid.

No claim will be allowed by the Contractor for cost of downtime of men or equipment associated with any type of unforeseen condition associated with the project and/or installation of the sewer line; project shutdown by the Engineer, Owner or any governing authority that has jurisdiction over the work; or with any change or addition to the project made by the Owner.

The Owner may, when changes are minor or when changes would result in relatively small changes in the Contract Price or Contract Time, elect to postpone the issuance of a Change Order until such time that a single change order of substantial importance can be issued incorporating several changes. In such cases, the Owner shall indicate this intent in a written response to the Contractor's request for a change.

(b) Changes in Contract Price: The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

(1) By estimating the number of unit quantities of each part of the work which is changed and then multiplying the estimated number of such unit quantities by the price bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.

(2) The Owner shall fix the total lump sum value of the change in the work of the Contractor, and shall set out the price which shall be added to or deducted from the Contract Price (which price shall include the Contractor's overhead and profit). On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

(3) By ordering the Contractor to proceed with the work and to keep and present in such form as the Owner may direct a correct account of the cost of the change together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed 15% of the net cost. The cost may also include all items of labor or materials, the use of power tools and equipment actually used, power and all items of cost such as public liability and Workmen's Compensation Insurance, pro rata charges for foremen, also Social Security, Old Age and Unemployment Insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than that mentioned above, bond or bonds, superintendent, timekeeper, clerks, watchmen, use of small tools incidental job burdens and general office expenses.

In figuring changes, instructions for measurement of quantities set forth in the Specifications shall be followed.

The Contractor shall, when required by the Engineer, furnish to the Engineer an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

(c) Changes in Contract Time: The Contract Time may be changed only by a Change Order. Changes in the work described in (a) and any other claim made by the Contractor for a change in the Contract Time (including those allowed under "Time for Completion and Liquidated Damages") shall be evaluated by the Engineer/Owner and if the conditions warrant, an appropriate adjustment of the Contract Time will be made.

25. Payments and Completion:

(a) Contract Price: The Contract Price is the sum of the unit prices stated in the agreement for each item multiplied by the actual quantities installed of each item plus any other lump sum amounts for work set forth in the Contract. The Contract Price is the total amount payable by the Owner to the Contractor for the performance of the work set forth in the Contract.

(b) Breakdown of Cost: Before the first application for payment the Contractor shall submit to the Engineer a breakdown of cost for the various portions of the work, including quantities if required by the Engineer, aggregating the total Contract Price prepared in such form as specified or as the Engineer and the Contractor may agree upon and supported by such data to substantiate its correctness as the Engineer may reasonably require. This

schedule, when approved by the Engineer, shall be used only as a basis for the Contractor's application for payment.

(c) Progress Payments: At the end of each calendar month, the Contractor shall submit to the Engineer an itemized application for payment supported by such other substantiating data as the Engineer may reasonably require covering work completed during the month.

Application for payment shall, at the Contractor's option, include the cost of products not yet incorporated into the work which have been delivered to the site or to other storage locations authorized and approved by the Engineer and Owner.

Payment for stored products shall be subject to the following conditions being met or satisfied.

- (1) The products shall be received in a condition satisfactory for incorporation in the work.
- (2) The products shall be stored in such manner that they will not be damaged due to weather, construction operations or any other cause.
- (3) An invoice from the supplier shall be furnished for each item on which payment is requested.
- (4) The Contractor shall on request of the Engineer furnish written proof from the supplier of payment (less retention equal in percentage to that being retained by the Owner) for the products no later than thirty days after receipt of payment for same from the Owner. The Owner shall have the right to deduct from the next payment estimate an amount equal to the payment for the products if reasonable and adequate proof is not submitted.

The Contractor warrants and guarantees that title to all work and products covered by an Application for Payment, whether incorporated into the project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (except retention equal in percentage to the being retained by the Owner which may be withheld from suppliers and subcontractors to guarantee completion and performance and 10% retainage will be maintained throughout the life of the contract).

(d) Certificate for Payments: If the Contractor has made application for payment as above, the Engineer will within seven days issue a Certificate for Payment to the Director, with a copy to the Contractor, for such amount as he determines to be properly due, or state in writing his itemized and specific reasons for withholding a Certificate as provided herein.

After the Engineer has issued a Certificate for Payment, the Owner shall within 15 days pay to the Contractor the amount covering work completed plus stored products, less retention and less previous payments made.

No certificate for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

(e) Retention: The Owner shall retain ten percent (10%) from each properly certified estimate until said estimate reaches 50 percent of the contract value provided for by the contract documents. Thereafter, until all work has been accepted by the Owner, no additional retainage shall be withheld. The Owner reserves the right to resume retainage if a determination is made that the progress of the work schedule, or the work itself, is unsatisfactory.

Amounts retained by the Contractor from payments due to product suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the Owner.

(f) Payments Withheld: The Director may decline to approve an Application for Payment and may withhold his certificate in whole or in part as may be necessary to protect the Owner from loss because of:

(1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.

(2) Unsatisfactory prosecution of the work by the Contractor.

When the above reasons for nonpayment are corrected, then payment shall be made for amounts withheld because of such reason, not later than the next payment.

(g) Completion: ALL WORK REQUIRED BY THE CONTRACT DOCUMENTS, CONTRACT DRAWINGS AND SPECIFICATIONS MUST BE COMPLETED BEFORE THE FINAL INSPECTION IS PERFORMED. This includes, but is not limited to, the following:

- (1) Sweeping the pavements and bridges clear of dirt, rocks, trash or construction material.
- (2) Clearing the trail of limbs or other debris.
- (3) Restoration of the work area.

Upon completion of all work required, the Contractor shall submit completed Record Drawings to the Engineer and request in writing that the final inspection be performed. If the Engineer finds the work of the Contractor complete and acceptable in accordance with the provisions of the Contract Documents and that the Record Drawings accurately depict the complete work, he shall recommend to the Owner that the job be accepted and that final payment be made.

In the event that the final inspection deficiencies in meeting the Contract requirements, the Contractor shall complete all remaining items of work, and make adjustment found to be necessary. Upon receipt of written notice from the Contractor that the work is complete and ready for re-inspection, the Engineer will make a final inspection.

The Contractor will be notified in writing by the Owner of the final acceptance of the work. The date of final acceptance shall be the termination date for the Contractor's liability for the physical properties of the facilities and the beginning of the guaranty period.

Before final payment can be made, the Contractor must certify in writing to the Owner that all payrolls, materials bills, and other indebtedness connected with the work have been paid.

Final payment will not be made if there is disputed indebtedness or if there are liens upon the property.

Upon completion of all work if there is disputed indebtedness or there are liens upon the property, semi-final payment may, at the Owner's option, be made in accordance with the following provisions:

- (1) The Owner shall retain an amount equal to the disputed indebtedness and/or liens upon the property including all related cost and interest in connections with said disputed indebtedness and liens which the Owner may be compelled to pay upon and subsequent adjudication.

(2) The Contractor shall certify to those items of work not disputed that all payables, materials bills and other indebtedness connected with the work have been paid or otherwise satisfied.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those for faulty work covered by and appearing within the guaranty period.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

26. Guarantee: The Contractor shall warrant and guarantee for a period of one year from the date of final acceptance that the completed system is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.