

BID DOCUMENTS
FOR THE
FY2024 – Hiram Veteran’s Memorial



CITY OF HIRAM
217 MAIN STREET
HIRAM, GEORGIA 30144

Frank J. Moran – Mayor
Melissa Bayardelle – Mayor Pro-Tem
Robert Tressel – Council Member
Tiffany Carroll – Council Member
Derrick Battle – Council Member
Doris Devey – Council Member

Jody Palmer – City Manager

Date of Opening: June 10, 2024

CLIFF MCGRADY, PROJECT ADMINISTRATOR
CITY OF HIRAM

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ADVERTISEMENT FOR BIDDERS

Sealed bids will be received by the City of Hiram City Operations Manager's Office, 217 Main Street, Hiram, Georgia 30141 until:

June 10, 2024, 10:00am EST

For the project known as:

***2024 – Hiram Veteran's Memorial
City Assigned Project #FY24-002***

Bids will be opened and read aloud in the City Operations Manager's Office at 217 Main Street, Hiram, Georgia 30141 shortly after **10:30 AM EST June 10th, 2024**. Proposals received after the designated time will not be considered. The OWNER of the project is the City of Hiram. The Engineer/Architect for the project is **HRC Engineers, Surveyors, and Landscape Architects**.

The approximate extent and character of the Work is generally described as follows:

Construction of a stamped concrete Veteran's Memorial including, proposed flagpoles, monuments, sidewalk, asphalt parking lot, stormwater management features, and landscaping.

Bidders shall inform themselves concerning Georgia Laws and comply with same.

Bidding Documents are available for review and purchase by prospective Bidders at the following:

HRC Engineers, Surveyors and Landscape Architects
6554 Church Street
Douglasville, GA 30134
Project Contact: Brian Howell (bhowell@hrcengineers.com)

A digital copy of the documents may also be downloaded at the following website:

<https://hrcengineers.com/contractor-bid-opportunities/>

Notify HRC upon downloading the bid documents in order to become an official plan holder.

Bidding Documents may be obtained upon payment of **\$50**, non-refundable. The OWNER is not obligated to consider a Bidder's proposal, if Bidder is not recorded with HRC Engineers, Surveyors, and Landscape Architects as an official Plan Holder.

The time allowed for Substantial Completion is 90 days from the date of notice to proceed.

Each Bid must be accompanied by a Bid Bond with good and sufficient surety or sureties approved by the owner for faithful acceptance of the contract, payable to, in favor of, and for the protection of the

Section 00020
Advertisement for Bidders

OWNER in an amount equivalent to five percent (5%) of the total amount payable by the terms of the contract or, in lieu thereof, in the form of a certified check, cashier's check, or cash in equal amount.

The Successful Bidder will be required to furnish performance and payment bonds with the executed Agreement meeting the requirements of the Contract Documents and executed on the forms attached to the Agreement. The terms and time for payment are set forth in the Agreement.

Surety and insurance companies must have an AM Best rating of A-6 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

All Bids will remain subject to acceptance for 60 days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

Each bid must be submitted in a SEALED ENVELOPE, addressed to the OWNER. Each sealed envelope containing a Bid must be plainly marked on the outside as, "**2024 – Hiram Veteran's Memorial and Project # FY24-002.**" If bid is forwarded by mail, the sealed envelope containing the Bid must be enclosed in a separate mailing envelope to the attention of the OWNER at the address previously given.

A *prebid* conference will be held in the Council Room at the Hiram City Hall, 217 Main Street, Hiram, Georgia 30141 on **May 29, 2024 at 2:00pm EST**. After the Pre-Bid meeting, a site visit will be held for all bidders to evaluate the on-site conditions. This will be the only site visit held by the Owner and Engineer. **Attendance at the Pre-Bid meeting is not required to submit a bid, but it is highly recommended.**

The deadline for questions will be the end of the day June 3, 2024. Questions not in writing will not be accepted. No response other than in writing will be binding. Questions will be combined into one list of questions and responses and will be issued as an addendum. Answers will be issued June 7, 2024.

The Owner reserves the right to reject any or all Bids, to waive formalities and re-advertise.

Cliff McGrady
Project Manager
City of Hiram

1.01 Contract Documents

- A. The Contract Documents include the Contract Agreement, Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the Owner prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Specifications, Drawings, and addenda, together with written amendments, change orders, field orders and the Engineer's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.
- B. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils reports, and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, are not Contract Documents.
- C. The Contract Documents shall define and describe the complete work to which they relate.

1.02 Definitions

- A. Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:
 - 1. "Owner" shall mean the City of Hiram, party of the first part to the Contract Agreement, or its authorized and legal representatives.
 - 2. "Engineer" shall mean HRC Engineers, Surveyors and Landscape Architects.
 - 3. "Contractor" shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.
 - 4. "Work" and "Project" shall mean the entire completed construction required to be furnished under the Contract Documents.
 - 5. "Contract Time" shall mean project shall be complete by 90 days from NTP as provided in the Contract Agreement for completion of the Project.

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Instruction to Bidders

6. “Liquidated Damages” shall be \$200.00, which the Bidder agrees to pay for each consecutive calendar day beyond the Contract time required to complete the Project. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project.
7. “Products” shall mean materials or equipment permanently incorporated into the Project.
8. “Provide” shall mean to furnish and install.
9. “Furnished by the Owner” shall mean that the Owner shall pre-purchase specific products and have them delivered to a place mutually agreed upon by the supplier, the Owner and the Contractor, at no cost to the Contractor.
10. Where the product is specifically identified as being furnished by the Owner under Part 2 of a Section of these Specifications, “Install” shall mean to take delivery of products pre-purchased by the Owner and shipped to the Owner at a place mutually agreed upon by the supplier, the Owner and the Contractor, off-load and transport to the job site, store as necessary and install according to the Drawings and Specifications.
11. “Balanced Bid” shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.
12. “Substantial completion of the work”, solely for the purposes of Official Code of Georgia Annotated (O.C.G.A.) §13-10-80(b)(2)(c), shall be defined as occurring on the date of the written notification from the Engineer that the Project is ready for final inspection.
13. “Satisfactorily completed”, solely for the purposes of O.C.G.A. §13-10-81(b), shall mean the completion of all work, certifications and affidavits.
14. “Change Order” shall mean an alteration, addition, or deduction from the original scope of work as defined by the Contract Documents to address changes or unforeseen conditions necessary for Project completion.

Section 00100 - 3
Instruction to Bidders

1.03 Preparation and Execution of Bid

- A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.
- B. Each Bid must be submitted on the Bid forms which are attached to the Contract Documents. All blank spaces for Bid prices, both words and figures, must be filled in, in ink. In case of discrepancy, the amount shown in words will govern. All required enclosed certifications must be fully completed and executed when submitted.
- C. Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as, “2024 – Hiram Veteran’s Memorial and FY24-002” Additionally, the Bidder shall provide on the outside of the sealed envelope the Bidder’s Name and the Bidder’s Business License number; otherwise the Bid will not be opened and will be returned to the Bidder.
- D. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner, Attn: Jody Palmer at 217 Main Street, Hiram, Georgia 30141.
- E. Any and all Bids not meeting the aforementioned criteria for Bid submittal, may be declared non-responsive, and subsequently returned to the Bidder.
- F. The Contractor, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:
 - 1. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
 - 2. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.
 - 3. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording “By ”. Corporation seal shall also be affixed to the Bid.

4. The Bidder shall complete, execute and submit the following documents, which are attached to these Contract Documents:
 - a. The Bid
 - b. The Bid Bond
 - c. Statement of Bidder's Qualifications
 - d. Corporate Certificate, if the Bidder is a corporation
 - e. Contractor's License Certification
 - f. Non-Collusion Affidavit of Prime Bidder
 - g. Certificates of Insurance demonstrating coverage of Bidder as required by Bid Requirements (Workers Compensation, Comprehensive General Liability, Owner's and Contractor's Protective Liability, Automobile Liability, Materials and Equipment Floater Insurance).
 - h. Certificates of Insurance: Certificates acceptable to the Owner shall be submitted with the Bid Documents. All Certificates of Insurance issued in conjunction with this Project shall contain the statement that "Coverages afforded under the policies shall not be cancelled unless at least 60 days prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail". Other standard or preprinted cancellation statements shall be deleted from the certificates.
 - i. Additional Insured: The Contractor shall name The City of Hiram and the Engineer as an Additional Insured on all Certificates for Comprehensive General Liability, Owner's Protective Liability, Contractor's Protective Liability, Automobile Liability and Materials and Equipment floater. The Contractor shall maintain such coverage for the full duration of the Project.

1.04 Method of Bidding

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids will be subject to rejection. Conditional Bids will not be accepted. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

1.05 Addenda and Interpretations

- A. No interpretation of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.
- B. A Pre-Bid meeting will be held on May 29th, 2024 at 2:00 PM in the Council Room at the Hiram City Hall, 217 Main Street, Hiram, Georgia 30141. **Attendance at the Pre-Bid meeting is not required to submit a bid, but it is highly recommended.**
- C. Every request for such interpretation should be made in writing and addressed to HRC Engineers, Surveyors and Landscape Architects, Attn: Brian Howell, 6554 E. Church Street, Douglasville, GA 30134 (email: bhowell@HRCEngineers.com) and to be given consideration must be received by June 3, 2024.
- C. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.
- D. Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

1.06 Bid Security

- A. Each Bid must be accompanied by a Bid Bond, prepared on the form of Bid Bond included herein or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety thereon a surety company authorized to do business in the State of Georgia and listed in the latest issue of

U.S. Treasury Circular 570, in the amount of five percent of the Bid. Attorneys-in-fact who sign Bonds must file with each Bond a currently dated copy of their power of attorney.

- B. If for any reason whatsoever the successful Bidder withdraws from the competition after opening of the Bids, or if Bidder refuses to execute and deliver the Contract and Bonds required within 10 days after receipt of Conformed Contract Documents for execution, the Owner may proceed to enforce the provisions of the Bid Bond. The City of Hiram reserves the right to disqualify bidder for any reason and move to the next responsible bidder without re-bidding the project.

1.07 Receipt and Opening of Bids

- A. The Owner may consider a minor irregularity any Bid not prepared and submitted in accordance with the provisions hereof and may waive any minor irregularities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.
- B. If a Bidder, after the Bid opening determines that its Bid contained a material mistake, the Bidder may withdraw its Bid, subject to the provisions of, and, if the mistake meets the criteria in O.C.G.A. § 36-91-52.

1.08 Subcontracts

The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to and approved by the Owner. A list of any sub-contractors must be provided in writing to the Owner prior to initiation of any work and must be approved in writing by the Owner.

1.09 Conditions of the Project

Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

- B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during 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 an obligation to furnish all products and labor necessary to carry out the provisions of the Contract.
- B. C.A Pre-Bid meeting will be held on May 29, 2024 at 2:00 PM in the Council Room at the Hiram City Hall, 217 Main Street, Hiram, Georgia 30141. **Attendance is not required to submit a bid, but is highly recommended.** After the Pre-Bid Meeting a Site Visit will be held. The Bidder shall confine examination to the specific areas designated for the proposed construction. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site have not been completed the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by examination of the site.

1.10 Equal Employment Opportunity

- A. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, religion, color, sex, or national origin. As used herein, the words "shall not discriminate" shall mean and include, without limitation, recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid-off; and terminated.
 2. The Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
 3. The Contractor shall send to each labor union or representative of the workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Program of the City of Hiram and under this Article and shall post copies of the notice in conspicuous places available to employees and

applicants for employment.

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Instruction to Bidders

4. The Contractor and his subcontractors, if any, shall file compliance reports at reasonable times and intervals with the Owner in the form and to the extent prescribed by the City of Hiram. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and their subcontractors.

1.11 Notice of Special Conditions

If any special federal, state, county or city laws, municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the most stringent requirement prevails.

1.12 Obligation of Bidder

By submission of a Bid, each Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.

1.13 Method of Award

- A. The Owner is using the Competitive Sealed Bids method of source selection for this procurement. An award, if made, will be made to the responsible provider whose proposal is most advantageous to the owner, and most responsible and responsive as required by law, taking into consideration the factors set forth in this RFP.
- B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject all Bids and to waive any minor irregularities in Bids received whenever such rejection or waiver is in the Owner's interest.
- C. A responsive Bidder shall be one who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents, and who binds himself or herself on behalf of the Bid to the Owner with the proper Bid Bond completed and attached, and who properly completes all forms required to be completed and submitted at the time of the Bidding and who agrees to comply with all contract requirements relative to the Notice of Award. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result

in the Bid being declared non-responsive.

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Instruction to Bidders

- D. A responsible Bidder shall be one who can fulfill the following requirements:
1. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
 2. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein.
 3. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.
 4. Demonstration that Contract meets the City of Hiram's Insurance requirements.
 5. Demonstration of Worker's Compensation insurance.
 6. Demonstration of a valid business license and Business License.
- E. Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance as covered in the Contract Documents, nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

1.14 Employment of Local Labor

Preference in employment on the Project shall, insofar as practical, be given to qualified local labor.

1.15 Local Licenses, Taxes and Fees

Not Applicable. Bidder must have a valid business license and an Utility Contractor's License.

1.17 Permits and Easements

- A. No easements required to complete this project.
- B. The following permits are the responsibility of the owner, and their status is as follows:
 - 1. United States Army Corp of Engineers Permit: N/A
 - 2. United States Army Corp of Engineers Pre-Construction Notification Permit: N/A
 - 3. National Pollutant Discharge Elimination System (NPDES) Permit: N/A
 - 4. Georgia Department of Transportation Utility Permit: N/A
 - 5. Georgia Environmental Protection Division Stream Buffer Variance Permit: N/A
 - 6. Georgia Environmental Protection Division Permit: N/A
 - 7. Paulding County Land Disturbance Permit: Obtained

Should a required Permit or Easement be denied and therefore not approved, the Owner reserves the right to not award the project.

END OF SECTION

Section 00300
Bid Form

TO: THE CITY OF HIRAM

FROM:

FOR: HIRAM VETERAN'S MEMORIAL

Submitted: _____, 20____

The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project having examined the Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the Contract Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with The City of Hiram in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the The City of Hiram with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

| DESCRIPTION OF ITEM | UNIT | ESTIMATED QUANTITY | UNIT COST | TOTAL AMOUNT |
|---|------|--------------------|-----------|--------------|
| DEMOLITION | | | | |
| DEMO- CONCRETE FLUME | SF | 50 | \$ | \$ |
| DEMO-EX TREES | EACH | 3 | \$ | \$ |
| DEMO-EX 18" CMP PIPE and Y.I. | LF | 24 | \$ | \$ |
| STORMWATER / STORM DRAIN QUANTITIES | | | | |
| 18" RCP (0-12') | LF | 20 | \$ | \$ |
| GDOT 1019A YI W/ PED. TOP | EACH | 1 | \$ | \$ |
| GDOT HW 1125 | EACH | 1 | \$ | \$ |
| GRASS CHANNELS | LF | 125 | \$ | \$ |
| BIO-RETENTION POND | LS | 1 | \$ | \$ |
| CONCRETE FLUME AT POND | EACH | 1 | \$ | \$ |
| CONCRETE FLUME AT PARKING LOT | EACH | 1 | \$ | \$ |
| PAVING/ SITE AND EARTHWORK QUANTITIES | | | | |
| MOBILIZATION | EACH | 1 | \$ | \$ |
| 24" CONCRETE CURB AND GUTTER | LF | 290 | \$ | \$ |
| CONCRETE SIDEWALK (6' WIDTH) | LF | 295 | \$ | \$ |
| FLAGPOLE INSTALLATION | EACH | 9 | \$ | \$ |
| ADA RAMPS | EACH | 3 | \$ | \$ |
| CONCRETE FOR VETERANS MEMORIAL (STAMPED CONCRETE, CONCRETE RIBBONS, CONTROL JOINTS) | LS | | \$ | \$ |
| ADA PARKING (INCLUDING SIGNAGE, BUMPERS, STRIPING, CONCRETE, ETC.) | LS | 1 | \$ | \$ |
| ASPHALT PAVING | SF | 3,300 | \$ | \$ |
| MASS GRADING - CUT | CY | 225 | \$ | \$ |
| MASS GRADING - FILL | CY | 545 | \$ | \$ |
| STRIPING | LS | 1 | \$ | \$ |
| ELECTRICAL WORK FROM EX. POWER POLE TO PROPOSED FLAGPOLES | LS | 1 | \$ | \$ |
| EROSION CONTROL QUANTITIES | | | | |
| Sd1-S SILT FENCE (DOUBLE ROW) | LF | 425 | \$ | \$ |
| ST RIVER ROCK OUTLET PROTECTION | EACH | 3 | \$ | \$ |
| TEMPORARY SEDIMENT BASIN | EACH | 1 | \$ | \$ |
| Ds1 DISTURBED AREA STABILIZATION | SF | 34,500 | \$ | \$ |
| Ds2 DISTURBED AREA STABILIZATION | SF | 34,500 | \$ | \$ |
| Ds3 DISTURBED AREA STABILIZATION | SF | 34,500 | \$ | \$ |
| SK SKIMMER DISCHARGE SYSTEM | EACH | 1 | \$ | \$ |
| CONSTRUCTION EXIT (WITH FUEL STORAGE, WASTE DISPOSAL, & TIRE | EACH | 1 | \$ | \$ |

| | | | | |
|---|------|--------|----|----|
| WASH STATION) | | | | |
| LANDSCAPE QUANTITIES | | | | |
| MULCH (NOT INCLUDING BIO-RETENTION, MULCH FOR BIO INCLUDED IN BIO-RETENTION LS) | SF | 1550 | \$ | \$ |
| Cornus florida 'Cherokee Princess' | EACH | 2 | \$ | \$ |
| Ilex latifolia | EACH | 1 | \$ | \$ |
| Cercis canadensis 'Appalachian Red' | EACH | 6 | \$ | \$ |
| Prunus x yedoensis | EACH | 1 | \$ | \$ |
| Taxodium distichum 'Mickelson' | EACH | 3 | \$ | \$ |
| Vitex angus-castus | EACH | 1 | \$ | \$ |
| Hydrangea paniculata 'Jane' TM | EACH | 1 | \$ | \$ |
| Ilex cornuta 'Rotunda' | EACH | 10 | \$ | \$ |
| Itea virginica 'Henry's Garnet' | EACH | 5 | \$ | \$ |
| Loropetalum chinense rubrum 'Ruby' | EACH | 9 | \$ | \$ |
| Juncus effusus | EACH | 173 | \$ | \$ |
| Spirea x bumalda 'BL0601' TM | EACH | 20 | \$ | \$ |
| Cynodon dactylon x transvaalensis 'Tifway 419' | SF | 19,631 | \$ | \$ |
| Panicum virgatum 'Rubrum' | EACH | 107 | \$ | \$ |
| TOTAL | | | | |

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 Engineer, and to fully complete all Work under this Contract by within 90 calendar days of Notice to Proceed. Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day thereafter required to complete all work as provided in the Instructions to Bidders.

The Bidder declares an understanding that the quantities shown 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 stated 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 additional costs or 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.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure to execute the Contract Agreement and Bonds within ten days after receipt of conformed Contract Documents for execution, the attached Bid Bond accompanying this Bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Attached hereto is a Bid Bond for the sum of five percent of bid amount according to the conditions of "Instructions to Bidders" and provisions thereof.

Bidder acknowledges receipt of the Following Addenda:

BIDDER:

By:

Title:

Address:

Phone:

Attest:

Title:

(SEAL)

Section 00300 -5
Bid Form

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name

Address

Name

Address

END OF SECTION

STATE OF GEORGIA

COUNTY OF PAULDING

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal, and _____, as Surety, are held and firmly
bound unto the City of Hiram in the sum of five percent of amount bid lawful money
of the United States of America, 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, the Principal has submitted to the Owner a Bid for construction of the
HIRAM VETERAN'S MEMORIAL

NOW THEREFORE, the conditions of this obligation are such that if the Bid be
accepted, the Principal shall, within ten days after receipt of conformed Contract
Documents, execute a Contract in accordance with the Bid upon the terms, conditions
and prices set forth therein, and in the form and manner required by the Contract
Documents and execute sufficient and satisfactory separate Performance and Payment
Bonds payable to the Owner, each in an amount of 100 percent of the total Contract
Price, in form satisfactory to the Owner, then this obligation shall be void; otherwise, it
shall be and remain in full force and effect in law; and the Surety shall, upon failure of
the Principal to comply with any or all of the foregoing requirements within the time
specified above, immediately pay to the aforesaid Owner, upon demand, the amount
hereof in good and lawful money of the United States of America, not as a penalty, but
as liquidated damages. This bond is given pursuant to and in accordance with
O.C.G.A. §36-91-1 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 Principal has hereunder affixed its signature and
seal, and said Surety has hereunto caused to be affixed its corporate signature and seal,
by its duly authorized officers, on this _____ day of _____, 20____.

Section 00410 – 2
Bid Bond

CONTRACTOR – PRINCIPAL: _____
(name signed)
By: _____
(name printed or typed)
Title: _____
Address: _____

Attest: _____
(name signed)
Title: _____
(name printed or typed)
(SEAL)

SURETY: _____
(name signed)
By: _____
(name printed or typed)
Title: _____
Address: _____

Attest: _____
(name signed)
Title: _____
(name printed or typed)
(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. (Sample "Project Information Form" contained at the end of this Section.)

1. Name of Bidder: _____
2. Permanent main office address: _____

3. When organized: _____
4. If a Corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contracts on hand. (Complete a "Project Information Form", for each Contract on hand.)
7. General description of type of work performed by your company: _____

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why? _____

10. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. (Complete a "Project Information Form", for each Project listed.)
11. Names, background and experience of the principal members of your organization, including officers and years of experience.

| Name | Position | Experience |
|-------|----------|------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

12. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, _____, certify that I am

_____ of the Bidder, and that the answers to the foregoing
(position held)
questions and statements contained therein are true and correct.

BIDDER: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20____.

NOTARY PUBLIC: _____

Commission Expires: _____

(SEAL)

Project Information Form

Project Title: _____

Project Description _____

Project Owner:

- Owner Name: _____

- Contact Person: _____

- Phone Number: _____

Engineer/Construction Manager:

- Company Name: _____

- Contact Person: _____

- Phone Number: _____

Contract Amount:

- Initial: \$ _____

- Final: \$ _____

Contract Time

- Initial: _____

- Final: _____

- Completion Date: _____

Project Information Form

Project Title: _____

Project Description _____

Project Owner:

- Owner Name: _____

- Contact Person: _____

- Phone Number: _____

Engineer/Construction Manager:

- Company Name: _____

- Contact Person: _____

- Phone Number: _____

Contract Amount:

- Initial: \$ _____

- Final: \$ _____

Contract Time

- Initial: _____

- Final: _____

- Completion Date: _____

Project Information Form

Project Title: _____

Project Description _____

Project Owner:

- Owner Name: _____

- Contact Person: _____

- Phone Number: _____

Engineer/Construction Manager:

- Company Name: _____

- Contact Person: _____

- Phone Number: _____

Contract Amount:

- Initial: \$ _____

- Final: \$ _____

Contract Time

- Initial: _____

- Final: _____

- Completion Date: _____

END OF SECTION

Section 00422
Corporate Certificate

I, _____, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that

_____, who signed said Bid on behalf of the

Contractor was then _____ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This _____ day of _____, 20__.

Corporate
Secretary: _____

(SEAL)

END OF SECTION

Section 00425
Contractor's License Certification

Bidder/Contractor's Name: _____

Georgia Utility Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

BIDDER: _____

By: _____

Title: _____

Date: _____

END OF SECTION

CERTIFICATION BY CONTRACTOR

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of _____)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of the **CONTRACTOR** that has submitted the attached Proposal;

(2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said **CONTRACTOR** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Contractor, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted to or refrain from making a Proposal in connection with such Contract, or has in any collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Hiram, Georgia, or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **CONTRACTOR** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Name _____

Title _____

Subscribed and Sworn to before me this ____ day of _____, 20 _____.

_____ (SEAL)

Title

My Commission expires

Date

{{2024 – Hiram Veteran’s Memorial}}

Agreement

I. Definitions

Agreement:

Contract document between the **Owner** and the **Contractor**, establishing the Terms and Conditions for the Scope of Work defined in Section II, Agreement.

Contract:

Document collectively called the **Agreement**.

Contractor:

The Individual or corporation that is responsible for beginning and completing with Scope of Work, as defined in Section II, Agreement.

Local Government:

The Government of the City of Hiram, Georgia.

Local Government Parties:

The City of Hiram, Georgia, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents

Owner: The government of the City of Hiram, Georgia.

Owner’s Representative:

The City Manager, or their designee, of the City of Hiram, Georgia.

Work: Scope of Work, as defined in Section II.

II. Scope of Work

Construction of a stamped concrete Veteran’s Memorial including, proposed flagpoles, monuments, sidewalk, asphalt parking lot, stormwater management features, and landscaping.

It shall be the responsibility of the **Contractor** to determine the required quantity of Materials and/or Time needed to complete the Scope of Work, in a manner acceptable to the **Owner**.

The **Contractor** must be licensed to work in the State of Georgia, as a Contractor.

III. Agreement

The submitted pricing, the Standard Terms and Conditions, along with all referenced Exhibits (in their entirety) all of which are made a part hereof and understood to collectively constitute the **Agreement** between the **Owner**, and the **Contractor**.

Contractor agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the **Agreement** Documents, but which are incidental to the scope, intent, and completion of the **Agreement**, shall be deemed to have been included in the prices quoted for the various items scheduled.

Contractor’s
Initials _____

{{2024 – Hiram Veteran’s Memorial}}

IV. Non-Collusion Affidavit

Contractor must sign the Non-Collusion Affidavit (Section 00480).

V. Payment

Payment shall be made in full, upon approval by the **Owner’s Representative**, once all activities have been completed, in accordance with the **Scope of Work**. The **Contractor** must have completed a City of Hiram Vendor Packet (Section 00560), attached hereto as **Exhibit A** and a W-9, attached hereto as **Exhibit B**, before any work commences, or payment can be made.

VI. Payment & Performance Bonds

No Payment or Performance Bond is required, unless the **Contractor** is using a sub-contractor for any portion of the work performed for the **Scope of Work** as defined in Section I, **Agreement**. In the case that a Sub-Contractor will be used by the **Contractor**, a Payment Bond equal to 100% of the total cost of construction, as indicated on the **Contractor’s** proposal, is required.

VII. Term of Agreement

The Term of this **Agreement** shall be for an amount of time not to exceed 90 consecutive calendar days from the date of the Notice to Proceed. Any modification to the Term of **Agreement** must be approved by the **Owner’s Representative**. Failure to gain approval for modification of the Term of **Agreement** does not relieve the **Contractor** of their obligation to complete the Scope of Work within the amount of time specified.

VIII. Prosecution of Work

The **Contractor** will begin work upon receipt of the “Notice to Proceed” as disseminated by the **Owner’s Representative**, within five (5) business days of said notice. The **Contractor** will begin work with adequate labor, equipment, and material to allow for successful completion of the project in the allotted timeframe.

IX. Rain Days

Normal bad weather will not be accepted for extending the contract completion time. An allowance is included in the completion time as stated in the Contract Documents for calendar days on which work cannot be performed out-of-doors. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather as referenced in the following table:

| | | | | |
|---------------|-------------|--------------|--------------|------------|
| April – 7 | May – 4 | June – 6 | July – 8 | August – 6 |
| September – 4 | October – 5 | November – 9 | December – 5 | |

The Contractor also agrees that for the period covered by this Contract the measure of extreme weather shall be the number of days in excess of those shown in the table above for each month, where precipitation exceeded 0.10 inch and where the average temperature failed to exceed 40 degrees Fahrenheit averaged from three local weather stations over the same period of time. This source shall be the same source of data used to determine normal weather losses.

X. Liquidated Damages

Contractor’s
Initials _____

**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, if different from above

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other ▶ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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 | | | | | | | | |
| | | | | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | | | | | |

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

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. person (including a U.S. resident alien).

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.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
| | | |

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt recipients 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or single-owner LLC | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Sole proprietorship or single-owner LLC | The owner ³ |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Section 00550
Pre-Award Oath

STATE OF GEORGIA

COUNTY OF PAULDING

In accordance with O.C.G.A. §36-91-21(e), we, the undersigned of

being first duly sworn, deposes and says that:

We have not directly or indirectly violated O.C.G.A. §36-91-21 (d), and more specifically, we have not

- prevented or attempted to prevent competition in such bidding or proposals by any means whatever,
- prevented or endeavored to prevent anyone from making a bid or proposal thereof by any means whatever, nor
- caused or induced another to withdraw a bid or proposal for the work.

We, the undersigned, to the best of our knowledge, affirm that no other officers, agents or other persons acted for or represented the Contractor in the bidding for and procurement of this Contract.

| Signature | Printed Name | Title | Date |
|-----------|--------------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

_____ My Commission Expires _____
(Notary Public)

(SEAL)

END OF SECTION

Exhibit A
XIV. VENDORS

REQUIREMENTS OF VENDORS

In order to expedite accurate payment of the City of Hiram invoices, all vendors should follow these procedures,

1. To become an active vendor for the City of Hiram, a vendor must first complete a Vendors Application and a Request for Taxpayers Identification Number and Certification (W-9). The Vendor will be assigned a Vendors Code. Each company can choose the codes which best describes their companies business.
2. **Illegal Immigration Reform and Enforcement Act of 2011**, was passed during the 2011 session of the Georgia General Assembly and was signed by Governor Nathan Deal on May 13, 2011. This dictates that the City of Hiram cannot enter into a contract for the physical performance of services with a person or entity unless such person or entity signs an affidavit swearing they have registered and participate in E-Verify and will only contract with parties that swear to do the same.
3. Vendors must obtain a Purchase Order Number prior to filling any order. The Purchasing Office of the City of Hiram will issue a Purchase Order Number to the department requesting goods. The City of Hiram is not responsible for the payment of any goods in the absence of a valid purchase order number.
4. All Vendors must submit invoices to the Purchasing Office, referencing a valid Purchase Order Number, by Friday of any given work week for the invoice to be paid by the following Friday.
5. The City of Hiram will issue checks upon receipt of invoices only. The City of Hiram does not pay from statements. All invoices shall be billed to the City of Hiram, and sent to the City of Hiram City Hall Administration Building, Attn: Purchasing Office, 217 Main Street, Hiram, Georgia 30141
6. The City issued Purchase Order number must appear on all invoices submitted for payment.
7. Invoices must be itemized, whenever applicable.
8. The City of Hiram is exempt from Federal Excise Tax, Georgia Sales and Use Tax, unless otherwise mandated by law.
9. The Vendor must agree to execute the order in accordance with the provisions of the City of Hiram Purchasing Policies and Procedures Manual and/or the terms and conditions of the invitation bid.
10. A City of Hiram purchase order and or the terms and conditions of any invitation for bid covering the same constitutes a binding contract to faithfully execute the order in accordance with the laws of the State of Georgia and the policies of the City of Hiram City Council.

The Purchasing Office of the City of Hiram will maintain an accurate vendor master file. The vendor master file will contain a list of all vendors used by the City of Hiram.

Note: All vendor correspondence, complaints, etc, etc. shall be turned into the Purchasing Office where a file will be maintained concerning the like.



City of Hiram
VENDOR APPLICATION
 217 Main Street
 Hiram, Georgia 30141
 (770) 943-3726

| | | | |
|------------------------------------|--|--------|--|
| Company Name | | Phone | |
| Company Address (to Remit Payment) | | Fax | |
| | | e-Mail | |
| | | | |
| | | | |

Tax Information (Please complete W-9 (included))

| | | | | |
|-------------------------|--------------------|--------------------|------------|--------------------------------------|
| Federal Tax ID# or SSN# | | | | You must include a copy of your W-9. |
| <i>Individual</i> | <i>Partnership</i> | <i>Corporation</i> | <i>LLC</i> | <i>(Circle One)</i> |

| Name of Officers/Owners/Partners | | Business Classification | |
|----------------------------------|--|-------------------------|--|
| President | | 1st | |
| Vice-President | | 2nd | |
| Secretary | | 3rd | |
| Treasurer | | | |
| Owners/Partners | | | |

| | | | |
|-------------------------------------|--|-----------|--|
| Normal Selling Terms | | | |
| Discounts Extended to City of Hiram | | | |
| Return and Refund Policy | | | |
| Business License Issued by: | | License # | |

References

| Name | Address | Phone# |
|------|---------|--------|
| | | |
| | | |
| | | |

I have received a copy of the "Vendor Requirements" for the City of Hiram and understand those requirements for filling and invoicing orders to the City of Hiram

Signed: _____ Date: _____



STATE OF GEORGIA
CITY OF HIRAM

Exhibit C

VENDOR/CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Hiram, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

EEV / (E-Verify # issued by Homeland Security)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Company / Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This _____ day of _____, 20 ____

Notary Public

My commission expires: _____

** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*



**STATE OF GEORGIA
CITY OF HIRAM**

SUBCONTRACTOR AFFIDAVIT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned subcontractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services under a contract between _____ (name of contractor) and the City has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

EEV / (E-Verify # issued by Homeland Security)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Company / Contractor Name

Subcontractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This _____ day of _____, 20 ____

Notary Public

My commission expires: _____

** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).*

**PERFORMANCE BOND
CITY OF HIRAM, GEORGIA**

KNOW ALL MEN BY THESE PRESENTS THAT _____
(as CONTRACTOR, hereinafter referred to as the “Principal”), and _____
(as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto the City of Hiram, Georgia, (as OWNER, hereinafter referred to as the City, for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of _____ Dollars (\$_____.__)), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City, dated the ____ of _____, 20__ which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as [INSERT PROJECT DESCRIPTION], (hereinafter referred to as “the PROJECT”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

- 2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
 - a. The Contractor’s Surety shall commence performance of its obligations and undertakings under this Bond no later than fifteen (15) days after written notice from the City to the Contractor’s Surety; and
 - b. The means, method or procedure by which the Contractor’s Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor’s Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this ____ day of _____, 20__.

CONTRACTOR (“Principal”):

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(SIGNATURES CONTINUED ON NEXT PAGE)

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (print)
Title: _____ (SEAL)

Attest:

_____ (signature)

_____ (print)
Title: _____
Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

PAYMENT BOND
CITY OF HIRAM, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____
(as CONTRACTOR, hereinafter referred to as the “Principal”), and _____
(as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto the City of Hiram, Georgia (as OWNER, hereinafter referred to as the City, for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of _____ Dollars (\$_____.__), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City, dated, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as [INSERT PROJECT DESCRIPTION], (hereinafter referred to as “the PROJECT”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this day of _____, 20__.

CONTRACTOR:

By: _____ (signature)

(printed)
Title: _____ (SEAL)

(Signatures Continued on Following Page)

Attest:

(signature)

(printed)

Title: _____
Date: _____

CONTRACTOR’S SURETY:

By: _____ (signature)

(printed)
Title: _____ (SEAL)

Attest:

(signature)

(printed)

Title: _____
Date: _____

(ATTACH SURETY’S POWER OF ATTORNEY)

Standard Terms & Conditions

I. Insurance and Liability.

1) Hold Harmless and Indemnification Clause –

- a) The **Contractor** covenants and agrees to take and assume all risk and responsibility for the **Work** rendered in connection with this **Agreement**. The **Contractor** shall bear all losses and damages directly or indirectly resulting to on account of the performance or character of the **Work** rendered and materials used pursuant to this **Agreement**. **Contractor** shall defend, indemnify and hold harmless the **Local Government**, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as (“**Local Government Parties**”)) from and against any and all claims, injuries, suits actions, judgments, damages losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney’s fees and costs of defense, (hereinafter “Liabilities”) which may be alleged or result from the **Work** and materials used, the performance of contracted services, or the actions otherwise of the **Contractor** or any subcontractor or anyone directly or indirectly employed by the **Contractor** or subcontractor or anyone else for whose acts the **Contractor** or subcontractor may be liable, regardless of whether or not the actions are caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the **Local Government** or **Local Government Parties**. These obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this provision. Furthermore, in the event of any and all claims against the **Local Government** or **Local Government Parties** by any employee of the **Contractor** or any subcontractor or anyone directly or indirectly employed by the **Contractor** or subcontractor or anyone for whose acts the **Contractor** or subcontractor may be liable, the indemnification obligation set forth in this provision 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 **Contract** or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the **Local Government** and **Local Government Parties** shall survive expiration or termination of this **Agreement**, provided that the claims are based upon or arise out of actions that occurred during the performance of this **Agreement** or the materials used during the performance of this **Agreement**.

2) General Insurance, Workers’ Compensation –

a) Requirements:

The **Contractor** shall have and maintain in full force and effect for the duration of this **Agreement**, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the **Work** or the materials used by the **Contractor**, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the **Local Government’s** Attorney as to form and content.

b) Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

- i) Commercial General Liability of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.

Contractor’s
Initials _____

- ii) Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.
- iii) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

c) Self-Insured Retentions:

Any self-insured retentions must be declared to an approved by the **Local Government** so that the **Local Government** may ensure the Financial solvency of the **Contractor**; self-insured retentions should be included on the certificate of insurance.

d) Other Insurance Provisions:

The policy is to contain, or be modified or endorsed to contain, the following provisions:

i) General Liability and Automobile Liability Coverage.

- (1) The **Local Government** and **Local Government Parties** are to be covered as and named as additional insureds as respects: liability arising out of activities performed by or on behalf of the **Contractor**; materials used in providing the services the subject of the **Agreement**; products and completed operations of the **Contractor**; premises owned, leased, or used by the **Contractor**; and automobiles owned, leased, hired, or borrowed by the **Contractor**. The coverage shall contain no special limitations on the scope of protection afforded to the **Local Government** or **Local Government Parties**.
- (2) The **Contractor's** insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the **Local Government** or **Local Government Parties**. Any insurance or self-insurance maintained by the **Local Government** or **Local Government Parties** shall be in excess of the **Contractor's** insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **Local Government** and **Local Government Parties**.
- (4) Coverage shall state that the **Contractor's** insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (5) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (6) The insurer shall waive all rights of subrogation against the **Local Government** and **Local Government Parties** for the losses arising from work performed by the **Contractor** for the **Local Government**.
- (7) All endorsements to policies shall be executed by an authorized representative of the insurer.

ii) Workers' Compensation Coverage.

Contractor's
Initials _____

The insurer providing Workers' Compensation Coverage will waive all rights of subrogation against the **Local Government** and **Local Government Parties** for losses arising from work performed by the **Contractor** for the **Local Government**.

iii) All Coverages.

(1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice (or 10 days if due to non-payment) has been given to the **Local Government**. Such prior written notice shall be sent directly to : [City of Hiram, Department of Public Works, Attn: Jody Palmer, 217 Main St, Hiram, GA 30141].

(2) Policies shall have concurrent starting and ending dates.

e) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-:VII.

f) Verification of Coverage:

Contractor shall furnish the **Local Government** with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by **Contractor's** insurer in its normal course of business and shall be received and approved by the **Local Government** prior to execution of this **Agreement** by the **Local Government**. The **Local Government** reserves the right to require complete, certified copies of all required insurance policies at any time. The **Contractor** shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

g) Claims-Made Policies: (See Exhibit – D)

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the **Agreement**, whichever is later.

3) **Subcontractors**

a) **Contractor** shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this **Agreement**, including, but not limited to, naming the parties as additional insureds.

b) All subcontractors must be licensed to work in the **State of Georgia**.

c) When possible and cost effective the **Contractor** should utilize subcontractors that are local to the City of Hiram, the City of Dallas, and Paulding County, Georgia.

4) **Independent Contractor**

Contractor hereby covenants and declares that it is an independent business and agrees to perform the **Work** as an independent contractor and not as the agent or employee of the **Local Government**. The **Contractor** agrees to be solely responsible for its own matters relating to the time and place the services are performed; the

Contractor's
Initials _____

instrumentalities, tools, supplies, and/or materials necessary to complete the **Work**; hiring of consultants, agents or employees to complete the **Work**; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The **Contractor** agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this **Agreement**. Any provisions of this **Agreement** that may appear to give the Local Government the right to direct **Contractors** to the details of the services to be performed by **Contractor** or to exercise a measure of control over such services will be deemed to mean that **Contractor** shall follow the directions of the **Local Government** with regard to the results of such services only.

5) **Licenses, Permits, Etc.**

The **Contractor** covenants and declare that it as well as its employees, agents and subcontractors (inclusive of subcontractor's employees and agents) have obtained and possess all diplomas, certificates, licenses, permits or the like required of the **Contractor** by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the **Work** contracted for under this **Agreement**. All work performed under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

6) **Exception or Waivers**

No failure by the **Local Government** to enforce any right or power granted under this **Agreement**, or to insist upon strict compliance by **Contractor** with this **Agreement**, and no custom or practice of the **Local Government** at variance with the terms and conditions of this **Agreement** shall constitute a general waiver of any future breach or default or affect the **Local Government's** right to demand exact and strict compliance by **Contractor** with the terms and conditions of this **Agreement**.

II. **Change Orders**

If the **Owner** requests a change in the Scope of Work that would require a change in the type of materials or services to be provided, an increase in the amount of materials to be used and/or the amount of time required or to be devoted to the services to be provided, or would otherwise require an increase in the sum to be paid by the **Owner** to complete the Scope of Work in a manner acceptable to the **Owner**, the **Contractor** shall provide a written **Change Order** detailing the changes and the sum to be paid associated with the Change.

All **Change Orders** must be submitted on, or accompanied by a **Change Order Request Form**, from the City of Hiram, a copy of which is attached as Exhibit C. All **Change Orders** must be approved and signed by the **Owner** prior to implementation of the **Change Order**. All work performed without an approved and signed **Change Order** will not obligate the **Owner** for payment associated or incurred for such work performed.

III. **Immigration Compliance**

1) **E-Verify Requirements.**

Contractor hereby verifies that it has, prior to executing this **Agreement**, executed an E-Verify Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit G, and submitted such affidavit to the **Local Government** in person, electronically, or by mail. *Contractors with two or fewer employees must submit a legal form of identification, as defined by the State of Georgia, in lieu of an E-Verify Affidavit.*

IV. **Damages**

Contractor's
Initials _____

The **Contractor** shall be responsible for all damage or injuries to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the **Work** or resulting from the materials used. When any direct or indirect damage or injury is done to public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the **Contractor** shall either restore at his own expense such property to a condition similar, or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property, and to the **Owner's Representative**.

V. Dispute Resolution and Attorneys' Fees and Costs

Any dispute between **Owner** and **Contractor** and/or any subcontractor, if possible, should be resolved between the parties without resorting to litigation. In the event of litigation the parties agree and consent to venue in the Superior Court of Paulding County, Georgia. The parties agree that in the event of litigation concerning the terms, enforcement, or performance of the **Agreement**, the successful party shall be entitled to recover its costs, including a reasonable attorneys' fee.

Contractor's
Initials _____



Exhibit C

CHANGE ORDER REQUEST

Date: _____ **Project** _____
From: _____ **COR Number:** _____
To: _____ **Re:** _____

This Change Order Request (COR) contains a quotation for a change in the contract sum or the contract time in response to proposed modifications to the contract documents based on field order request # _____

Description of Change:

Attach supporting information from: Sub contractor Supplier

Reason for Change

Does proposed change involve a change in contract time? Yes No (increase) (decrease) amt. _____

Does proposed change involve a change in contract sum? Yes No (increase) (decrease) amt. _____

| | | | |
|-----------------------|--|-------|--|
| Contractors Name | | Date: | |
| Contractors Signature | | Date: | |

Accepted: _____
Signature Owner's Representative

Date: _____

Rejected: _____
Signature Owner's Representative

Date: _____

Exhibit - D

Explanation of 'claims made' Policy

For a claim of negligence against you to be covered, your professional indemnity insurance policy has to be in force at two points: when you did the work and when you report the claim.

Professional indemnity insurance is mostly concerned with work you've already done, as that's where the majority of claims come from. It can take months or even years for mistakes and latent problems to become apparent.

Which brings us to the really important bit: your cover only exists for as long as you keep your policy running.

What does that mean? Well, let's say you cancel your professional indemnity insurance as soon as you finish work on a contract. If there's a claim against you, say, two weeks after that, it won't be covered – even if it relates to work you did when the policy was in place.

That's an eyebrow raiser for sure; and a common misunderstanding. It's easy to assume because you bought and paid for insurance at the time you were working, that its cover still applies when it's cancelled. That's not the case.

If you want to make sure you're still covered, you should keep your insurance running. This is often a tricky one to weigh up though – it could mean paying for professional indemnity cover years after completing your work, after you've ceased trading or after you've retired.