

# **PROJECT MANUAL**

## **Allen Wilson Storm Drainage Project 1462 Commerce Drive Decatur Ga. 30030**

Prepared For:  
City of Decatur,  
509 North McDonough Street  
Decatur, Georgia, 30030

Prepared by:

**ATKINS**

**1600 RiverEdge Parkway, Suite 700  
Atlanta, Georgia 30328**

August 12, 2019

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**TECHNICAL SPECIFICATIONS**

**Unless otherwise directed, all work performed under this Contract shall be in accordance with the State of Georgia Department of Transportation *Standard Specifications for the Construction of Roads and Bridges*, dated April 18, 2013 Edition, 2016 Supplemental Specifications any current Supplemental and/or Reference Specifications modifying them, except as noted in the attached Special Provisions.**

**How to Obtain GDOT Specifications:**

1. State of Georgia, Department of Transportation, *STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF TRANSPORTATION SYSTEMS* dated April 18, 2013. All of the specific sections from these standard specifications referred to in these Contract Documents are available for review and downloading at:  
<http://www.dot.ga.gov/doingbusiness/TheSource/specs/DOT2013.pdf>
2. To order hard copies (books) of the two publications listed above, please contact:  
Georgia Department of Transportation  
600 West Peachtree St., NW  
Atlanta, Georgia 30308  
Phone: (404) 631-1215
3. The City of Decatur contract supersedes any and all conflicts between the GDOT Contract and the Special Provision provided. The Contractor is to notify the City of any and all conflicts if they should exist between the City Contract, GDOT Contract, the Specifications and the Special Provision prior to submitting their Bid for this project.

**SPECIAL PROVISIONS**

**Section**

**Description**

633-1000

Remove and Reconstruct Project Signage Feature

999-9000

Miscellaneous Construction Allowance

**END OF SECTION**

## INVITATION TO BID

The City of Decatur will receive bids for the **Allen Wilson Storm Drainage Project, located at 1450 Commerce Drive Decatur Ga. 30030 until 2:00 p.m. on Tuesday, September 10, 2019**, in the City Manager's Office at Decatur City Hall, 509 North McDonough Street, Decatur, Georgia 30030, at which time and place all bids will be publicly opened and read aloud. The work includes selective demolition, construction of drainage improvements, curbs, sidewalks, relocation of underground utilities, asphalt paving, installation of signs and other related site improvements.

Bids are to be submitted on a proper form furnished by the City and shall be addressed to the City Manager, City Hall, Decatur, Georgia, sealed, dated and enclosed in an envelope appropriately marked on the outside "**Proposal for Allen Wilson Storm Drainage Project**", marked with the name of the bidder and date and hour of opening, and mailed or delivered to reach the designated office on or before the above stipulated date and time.

A **mandatory pre-bid conference** is scheduled for **1:00 p.m. on Monday, August 12**, at Decatur City Hall. A site visit will occur after the meeting for those interested. Bidders must attend this briefing session in order for their submittal to be considered. Any questions regarding bids and/or misunderstandings that may arise from this proposal should be submitted, in writing, and should be directed to Jennings Bell, Project Civil Engineer, at [jennings.bell@decaturga.com](mailto:jennings.bell@decaturga.com), no later than **12:00 noon on Wednesday, August 28, 2019**.

Only bidders pre-qualified by the City for this project are eligible to submit bids. The Contract Documents for this project may be obtained on line at no charge at

**[www.decaturga.com/requestforproposals](http://www.decaturga.com/requestforproposals)**

A certified check or bank draft, payable to the order of the City of Decatur, Georgia, negotiable U. S. Government Bonds, or Satisfactory Bid Bond executed by the Bidder and acceptable in an amount equal to five percent (5%) of the estimated cost of construction shall be submitted with each bid. The successful bidder will be required to furnish and pay for Satisfactory Performance and Payment Bond or Bonds. Prior to beginning construction, the successful bidder will file with the City a certificate of insurance.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, sexual orientation, disability or national origin.

The City reserves the right to reject any or all bids or to waive informalities in the bidding.

Bids may be held by the City for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids.

PROPOSAL FORM

CITY OF DECATUR

For: **Allen Wilson Storm Drainage Project**

Gentlemen:

B-01. We have carefully examined the Invitation for Bids, the latest State of Georgia Department of Transportation Standard Specification, the Project Manual, and the drawings for the projects entitled **Allen Wilson Storm Drainage Project** by Atkins. We have examined the site and conditions affecting the work. We have received Addendum(a) No.(s) \_\_\_\_\_ and have included their provisions in this Proposal. We understand that this is a Lump Sum Bid project.

**LUMP SUM BID:**

B-01. We have carefully examined the Invitation for Bids, the latest State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, current edition, the Project Manual, and the drawings for the project **Allen Wilson Storm Drainage Project**. We have examined the site and conditions affecting the work. We have received Addendum (a) No(s). \_\_\_\_\_ and have included their provisions in this Proposal.

The City of Decatur reserves the right to waive any informalities and refuse all bids and or award the bid in the best interest of the City. This maybe the lowest responsive and responsible bidder. The City reserves the right to select the bid alternatives based on what is in the Cities best interest.

**I. BID:**

We propose to furnish all services, labor, material, tools, equipment, transportation, supervision, overhead, profit and other items necessary to complete the construction in the entirety of the **THE PROJECT** in accordance with the Project Manual and Drawings, for the lump sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

B-02. The undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

B-03. In case he be notified in writing by mail, fax or delivery of the acceptance of this proposal within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a contract for the work for the above-stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond at 100% and a Payment Bond at 100% in accordance with Section M General Conditions, Par. 50, both in a combined amount equal to 200% of the contract sum.

B-04. The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten days of the date of the notice to proceed by the undersigned and to complete fully all work in 90 consecutive calendar days from the including said date.

B-05. Enclosed herewith is a bid bond (Certified checks not acceptable) in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) (being not less than 5%). The undersigned agrees that the above-stated amount

is the proper measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute the contract and to furnish the Performance and Payment Bond in case this proposal is accepted, and further agrees to the following:

B-06. If this proposal is accepted within sixty (60) days after the date set for the opening of bids and the undersigned fails to execute the contract with ten (10) days after notice of such acceptance or if he fails to furnish both Performance and Payment Bond, the obligation of the bid bond will remain in full force and effect, and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, obligation of the bond will be null and void.

B-07. The City reserves the right to reject any or all Bids and or Bid Alternates, including Bids, without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and to negotiate contract terms with the Successful Bidder.

(The above statements must be subscribed and sworn to before a Notary Public.)

Date \_\_\_\_\_

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

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

Respectfully submitted,

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

The full names and addresses of persons and firms interested in the foregoing bids as principals are as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The legal name of the bidder is:

\_\_\_\_\_

**UNIT PRICES:**

In the event that the scope of the project, and therefore this contract, needs to be adjusted, I propose to furnish all services, labor, material, tools, equipment, transportation, supervision and other items necessary to complete the installation of the items identified below at the unit price listed below for the individual unit.

City of Decatur Allen Wilson Storm Drainage Project						
Item No.	Pay Item	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	150-1000	TRAFFIC CONTROL	1	LS		
	163-0232	TEMPORARY GRASSING	.08	AC		
	163-0240	MULCH	1	TN		
	163-0300	CONSTRUCTION ENTRANCE	2	EA		
	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	1	EA		
	165-0001	COMPOST FILTER SOCK	50	LF		
	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	325	LF		
	165-0101	MAINTENANCE OF CONSTRUCTION ENTRANCE	2	EA		
	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	3	EA		
	171-0030	TEMPORARY SILT FENCE, TYPE C	325	LF		
	207-0203	FOUNDATIONAL BACKFILL TYP 2	2,000	TN		
	210-0100	GRADING COMPLETE	1	LS		
	310-1101	GR AGGR BASE CRS, INCL MATL	368.8	TN		
	402-3100	RECYCELED ASPH.CONC. 9.5 MM SUPERPAVE GP 1 OR 2 BLEND 1 INCL BITUM MATL & LIME	96.5	TN		
	402-3190	RECYCELED ASPH.CONC. 19 MM SUPERPAVE TYPE II, BLEND 1 INCL BITUM MATL & LIME	96.5	TN		
	441-0104	CONCRETE SIDEWALK, 4 IN	172.8	SY		
	441-6012	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	247	LF		
	444-0000	SAW CUTTING PAVEMENT	175	LF		
	522-1000	TEMPORARY SHORING	1	LS		
	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	99	LF		
	550-1600	STORM DRAIN PIPE, 60 IN, H 1-10	659	LF		
	633-1000	REMOVE AND RECONSTRUCT PROJECT SIGNAGE FEATURE	2	EA		
	643-8200	BARRIER FENCE (ORANGE), 4 FT - TREE PROTECTION	4200	LF		
	652-2501	SOLID TRAFFIC STRIPE, 5 IN, WHITE	450	LF		
	653-0095	HANDICAPPED SYMBOLS	3	LF		
	668-2200	DROP INLET GP2 GA. STD. 1019A	2	EA		
	668-4300	STORM SEWER MANHOLE TP1 GA. STD.1011A	3	EA		
	668-4411	STORM SEWER MANHOLE TP2 GA. STD.1011A	5	EA		
	700-7000	AGRICULTURAL LIME	1	TN		
	700-8000	FERTILIZER MIXED GRADE	1	TN		
	700-8100	FERTILIZER NITROGEN CONTENT	100	LB		
	700-9300	SOD BERMUDA	390	SY		
	702-0905	QUERCUS PHELLOS WILLOW OAK 6"-6 1/2" CAL.	3	EA		
	702-0999	CRYPTOMERA JAPONICA 18'-20' HGT.	6	EA		
	708-9025	LANDSCAPE MULCH	65	SY		
	939-8000	GEO TECHNICAL AND MATERIAL TESTING	1	LS		
	999-0001	MISCELLANEOUS CONSTRUCTION CONTINGENCY AS DIRECTED BY ENGINEER	1	ALLOW	\$100,000.00	\$100,000.00
		<b>TOTAL PRICE</b>				\$
		<b>TOTAL PRICE IN WORDS</b>				

Any items that are not listed are considered incidental to the work and are part of the overall Lump Sum price for the project. A Miscellaneous Allowance has been provided to construct the project, which may or may not be required on the project and will be used only as directed/requested by the City Engineer. Use of this item will be only as specifically authorized by the City of Decatur.

Every effort will be made to negotiate an acceptable price with the Contractor for miscellaneous construction. If the City of Decatur is unable to negotiate an agreeable price with the Contractor, City of Decatur reserves the right to negotiate both price and warranties with specialty contractors for this purpose. The Contractor will then be required to include the work authorized, utilizing the authorized specialty subcontractor. A maximum allowance of 5% may be included for overhead purposes of the prime contractor above the negotiated specialty contractor agreement.

### LIST OF SUBCONTRACTORS

I do \_\_\_\_\_, I do not \_\_\_\_\_ propose to subcontract some of the work on this Project. Subcontractors, if used, are listed in the table below:

#### LIST OF SUBCONTRACTORS

1. Subcontractor Company Name \_\_\_\_\_  
Address \_\_\_\_\_ City, State & Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact Name & Title \_\_\_\_\_  
Contact Email \_\_\_\_\_

Is this Subcontractor a federal, state, local or other certified minority, women-owned, small or disadvantaged business?  Yes  No

Number of years in business \_\_\_\_\_

List of three (3) projects of similar size and scope, along with references for each project.

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_





2.

Subcontractor Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State &  
Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Contact Email \_\_\_\_\_

Is this Subcontractor a federal, state, local or other certified  
minority, women-owned, small or disadvantaged business?

Yes

No

Number of years in business \_\_\_\_\_

List of three (3) projects of similar size and scope, along  
with references for each project.

a.

b.

c.

Copy and attach this page if additional space is needed.

INSTRUCTIONS TO BIDDERS

1. Bids must be delivered to the City of Decatur, City Manager's Office, City Hall, 509 North McDonough Street, Decatur, Georgia 30030, no later than 2:00 P.M. on the date indicated on the Invitation for Bids.
2. All bids will be placed in a sealed envelope using a mailing label. All information regarding project name, and opening date must be included on the mailing label. All bids shall be addressed to the City of Decatur, Attention City Manager.
3. **All contractors must be prequalified with the City of Decatur.**
4. All bids will be held firm for sixty (60) days from the opening date.
5. All bids must be accompanied by a bid surety in the amount of not less than five percent (5%) of the bid amount. Bid surety must be in the form of a bond issued by a bonding company licensed to do business in the State of Georgia. Bond shall be made payable to the City of Decatur. Bid sureties will be held by the City until award is made. Unsuccessful bidder(s)' surety will be returned. Successful bidder's surety will be held to insure compliance with bid.
6. The successful bidder will provide a Performance Bond in the amount of not less than one hundred percent (100%) of the amount bid in the City of Decatur favor and a labor and Payment Bond in the amount of not less than one hundred percent (100%) of the amount bid, both made payable to the City of Decatur. The Performance Bond will be security for the faithful performance of the Contract, and the Payment bond will be security for the payment of all persons performing labor under the terms of this Contract and furnishing materials in connection with this Contract.
7. Preparation of Bids: Each bid must be submitted on the prescribed form with all blank spaces for bid prices filled in, in ink or typewritten, in both words and figures.
8. Subcontracts: The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontractor under this contract:
  - a. Must be acceptable to and pre-approved by the Owner; and,
  - b. Must submit all requisite certifications by the proposed subcontractor. Approval of the proposed subcontractor cannot be given by the owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
9. The successful bidder will be required to provide a current and valid Business License before the Contract can be awarded.
10. Price must be entered indicating a total lump sum price bid.
11. Bidders electing not to bid the project are requested to enter a "No Bid."
12. Bid award will be made in part or in total whichever is to the best advantage of the City.
13. The City of Decatur reserves the right to waive any informalities and refuse all bids or award the bid in the best interest of the City to the lowest responsive and responsible bidder.

14. No sales tax will be charged on any orders. Any contractor that does not have the capability of selling materials to the City on a tax-exempt basis (sale for resale) will build the sales tax into the cost of materials. The City of Decatur reserves the right to purchase any materials from the contractor's supplier and negotiate a reduction in the contract price equal to the amount of the materials bill. This action, if applied, is not intended to reduce the contractor's profit. It is intended to avoid the sales tax due to the City's tax-exempt status.
15. Technical specifications used within this bid invitation are to be considered generic. Any reference to brand names should be considered as "Or Approved Equal."
16. All construction shall be in accordance with the terms as stated in the Invitation for Bids, the Instructions to Bidders for Construction Projects, the Special Provisions, the Contractor's Bid Form, the Drawings and Conditions attached hereto and made a part hereof.
17. The contractor shall maintain an onsite construction trailer for the duration of the project.
18. Successful bidders will warrant all workmanship for one (1) year and all material for a period of one (1) year or the term of the manufacturer's warranty which ever is greater, from the date of acceptance by the City of Decatur.
19. All work will begin within ten (10) days after Notice to Proceed has been given to the successful bidder and will be completed within 90 days of issuance of Notice to Proceed.
20. As compensation for the loss to the City of Decatur, if the work is not completed and accepted by the City of Decatur on or before the completion date, contractor will pay the City of Decatur as liquidated damages two hundred and fifty dollars (\$250.00) for each day of delay beyond the contract period.
21. The contractor also agrees to provide a full-time experienced superintendent on site for the full duration of the construction project.
22. The Contractor agrees to work with the City of Decatur to maintain vehicular and pedestrian access to the project at all times.

CONSTRUCTION CONTRACT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between the City of Decatur, Georgia hereinafter called "Owner", and \_\_\_\_\_ a corporation, a partnership or an individual doing business as \_\_\_\_\_ of \_\_\_\_\_ County and State of \_\_\_\_\_, herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as **Allen Wilson Storm Drainage Project** for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), hereinafter called the Project, and all extra work in connection therewith, under the terms as stated in the General Conditions, Supplemental General Conditions and Technical Specifications of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Construction Schedule, General Conditions, Special Provisions and Technical Specifications of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Atkins, herein entitled the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before 90 calendar days from the date of the NTP. The Contractor further agrees to pay, as liquidated damages, two hundred and fifty dollars (\$250.00) for each consecutive calendar day thereafter as hereinafter provided in Paragraph 31 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to conditions contained in the Invitation to Bid, the Instructions to Bidders, the Contractor's Bid Form, the Project Manual, the Drawings and the General Conditions and to make payments on account thereof as provided in Paragraph 39, "Payment to Contractor", of the General Conditions (Section M). Performance Bond, Payment Bond and Insurance required by the General Conditions and other parts of the Contract will be furnished in the amount of, and within the time stipulated therein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Owner)

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

\_\_\_\_\_  
(Title)

(Seal)

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Contractor)

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Corporate Secretary should attest.

GUARANTEE

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

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_, as General Contractor ( ), Sub-Contractor ( ) on \_\_\_\_\_

\_\_\_\_\_ does hereby guarantee that all work executed under the plans and specifications will be free from defects of materials and workmanship for a period of 12 months from the date of final acceptance of the job and that all defects occurring within that period shall be replaced at no cost to the Owner.

Nothing in the above shall be deemed to imply that this guarantee shall apply to work, which has been abused or neglected by the Owner.

Contractor hereby acknowledges that the date of final acceptance for this project is established as \_\_\_\_\_

\_\_\_\_\_.

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

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

Notary Public

This \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

---

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Decatur, Georgia  
(Name of Obligee)

P.O. Box 220, Decatur, Georgia 30031  
(Address of Obligee)

hereinafter referred to as Obligee, for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract with the Obligee, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, a copy of which is incorporated herein by reference and made a part hereof, for the completion of the **Allen Wilson Storm Drainage Project**

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NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall well, truly and faithfully perform said contract in accordance to its terms, covenants and conditions and shall promptly and fully pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment used by said Principal or any immediate or remote subcontractor or furnisher or labor or materials under him in the performance of said contract, and any authorized extension or modification thereof, in lawful money of the United States as the same shall become due, including all amounts due for materials, lubricants, oil, gasoline, electricity, repairs on machinery, equipment and tools, consumed or used in connection with performance of the work and all insurance premiums and other charges incurred under said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the contract or to the work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety further bind themselves, their heirs, executors, administrators and assigns, jointly and severally, that they shall promptly make payments of all taxes, licenses, assessments, contributions, penalties and interest thereon, when, and if, the same may be lawfully due the State of Georgia or any County, municipality or political subdivision thereof by reason of and directly connected with the performance of the Contract, or any part thereof.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but not contractual relationship express or implied with the Principal.

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee,



to the person and at the address provided for in the contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Principal)

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

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

(Please print or type)

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

Address: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
(Principal Secretary)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

(SEAL)

\_\_\_\_\_  
(Please print or type)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

ATTEST:

Agent: \_\_\_\_\_  
(Attorney-in-fact)

Name: \_\_\_\_\_  
(Witness as to Surety)

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

Address: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract If Contractor is a partnership, all partners should execute Bond. Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

IMPORTANT: 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 Georgia.

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

The City of Decatur, Georgia  
(Obligee)

P.O. Box 220, Decatur, Georgia 30031  
(Address of Obligee)

hereinafter referred to as Obligee, are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract with the Owner, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, a copy of which is incorporated herein by reference and made a part hereof, for the completion of **Allen Wilson Storm Drainage Project**

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly and faithfully perform said contract according to its terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform all undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

(SEAL)

CONTRACTOR- PRINCIPAL

\_\_\_\_\_  
(Principal)

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

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

(Please print or type)

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

Address: \_\_\_\_\_

---

ATTEST

\_\_\_\_\_  
(Principal Secretary)

Name: \_\_\_\_\_  
(Witness as to Principal)

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

Address: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

SURETY:

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

(SEAL) Name: \_\_\_\_\_  
(Please print or type)

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact)

Name: \_\_\_\_\_  
(Witness as to Surety)

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

Address: \_\_\_\_\_ (SEAL)

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a partnership, all partners should execute Bond. Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

IMPORTANT: 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 Georgia.

**BID BOND**

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_, as **CONTRACTOR**, and

\_\_\_\_\_, as **SURETY**, are

hereby held and firmly bound unto CITY OF DECATUR, GEORGIA, as **CITY**, in the penal sum of Dollars (\$ \_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **CITY** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of Phase V Downtown Decatur Storm Sewer Improvements.

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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**BID BOND**, page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **CITY** may accept such bids and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_ (SEAL)  
**CONTRACTOR**

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

\_\_\_\_\_ (SEAL)  
**SURETY**

By: \_\_\_\_\_  
Georgia Representative

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_.  
County of \_\_\_\_\_.

\_\_\_\_\_, being first duly sworn deposes and says that:

(1) He/She is \_\_\_\_\_ of  
(owner, partner, officer representative, or agent)

\_\_\_\_\_, the Bidder that has submitted the attached Bid;

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

(3) Such Bid is genuine and is not collusive or sham bid;

(4) Neither the said Bidder 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 Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Georgia or any person interested in the proposed Contract; and

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

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Title)

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

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

My commission expires \_\_\_\_\_.



**Georgia's Illegal Immigration Reform and Enforcement Act of 2011  
Contractor, Subcontractor and Sub-subcontractor Evidence of Compliance**

Contractor, all Subcontractors, and all Sub-subcontractors shall comply with Georgia's Illegal Immigration Reform and Enforcement Act of 2011. Contractor, Subcontractors and Sub-subcontractors, must provide Evidence of Compliance with these requirements, by:

1. Registering with the United States Department of Homeland Security federal work authorization E-Verify program.
2. Providing the Employment Eligibility Verification Program (EEV) Basic Pilot Program User Identification Number.
3. Providing Affidavits using the attached forms, maintaining records and affidavits for inspection by Owner at any time, and incorporating and attaching affidavits to contracts for construction.

Note: Below is a link to the U.S. Department of Homeland Security E-Verify site where a Contractor, Subcontractor, and/or Sub-subcontractor can register for the program.

**<http://www.dhs.gov/e-verify>**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

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

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

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

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

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

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

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

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

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

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with

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

on behalf of the City of Decatur has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned subcontractor shall submit, at the time of such contract, this affidavit to

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

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

\_\_\_\_\_  
Name of Subcontractor

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

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

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

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

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

SUSCRIBED AND SWORN BE BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_\_\_\_.

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

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

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for

\_\_\_\_\_  
Name of Subcontractor

and

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

on behalf of the City of Decatur has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

\_\_\_\_\_  
Name of Subcontractor

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

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

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

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

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

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

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

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

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

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

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**FINAL WAIVER OF LIEN**

STATE OF GEORGIA, COUNTY OF DEKALB

FROM: \_\_\_\_\_  
(Contractor)

TO: \_\_\_\_\_  
City of Decatur  
(Owner)

RE: **Allen Wilson Storm Drainage Project**

KNOW BY ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all materialmen, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the contract, or any suits or claims for other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract. \_\_\_\_\_  
owes \_\_\_\_\_, the amount of \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

Personally, appeared before the undersigned \_\_\_\_\_,  
who after being duly sworn, depose(s) and say(s) that the facts stated in the above affidavit are  
true.

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

\_\_\_\_\_ County, Georgia

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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## GENERAL CONDITIONS

### 1. Contract and Contract Documents

The Plans, Project Manual, and Addenda shall form part of this Contract and the Provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions in which they refer.

### 2. Definitions - The terms as used in this contract are respectively defined as follows:

- (a) "Agreement": The written contract between the Owner and Contractor covering the work to be performed, contract price, contract time and other requirements; other contract documents are attached to the Agreement and made a part thereof as provided therein.
- (b) "Contractor": The person, firm or corporation with whom the contract is made by the Owner.
- (c) "Engineer": The person, firm or corporation named as such in the Agreement, or as otherwise designated in writing by the Owner.
- (d) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (e) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
- (f) "Contract Documents": the Form of Contract between the City of Decatur and Contractor, Instructions to Bidders, Invitation to Bid, Proposal Form, Performance Bond, Payment Bond, Bid Bond, Non-Collusion Affidavit of Prime Bidder, E-Verify Contractor Affidavit Instructions and Forms, Final Waiver of Lien, General Conditions, Specifications, Special Provisions, Drawings, all addenda issued prior to execution of the contract, and all modifications issued after execution of the contract such as change orders and written interpretations.

### 3. Spirit and Intent

It is the spirit and intent of the Specifications and accompanying Drawings to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purposes for which they are designed. Mention in the Specifications or indications on the Drawings of articles or materials, operations or methods requires that the Contractor provide each item listed, of quality or subject to qualification notes; perform according to conditions stated each operation prescribed; and provide therefore all necessary labor, materials, tools, equipment and incidentals to complete the work as shown on the plans. The Drawings and Specifications are intended to be mutually explanatory and complete; all work called for by one, even if not by the other, shall be fully executed. Detailed drawings shall take precedence over small scale drawings. In case of discrepancy, either in the figures, in the Drawings or in the Specifications, the matter shall be promptly submitted to the Engineer who will promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense.

#### **4. Examination of Site**

Before submitting bids for the work, each bidder shall be held to have examined the premises and satisfied himself as to the existing conditions under which he shall be pledged to operate or that in any manner shall affect the work. The Contractor is expected and requested to examine the location of the work and to inform himself fully as to the structural and mechanical conditions; the conformation of the ground, the character or equipment and facilities 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. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

#### **5. Additional Instructions and Detail Drawings**

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Engineer, in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of material, supplies and equipment, and the completion of the various parts of the work: each such schedule to be subject to change from time to time in accordance with the progress of the work.

#### **6. Errors and Omissions**

The Contractor shall not be allowed to take advantage of errors or omissions in the Specifications or Drawings as full instruction will be given if such errors are discovered. Upon his discovery of any statement or detail which is discrepant or otherwise appears in error, the Contractor shall immediately call it to the attention of the Engineer.

Should any portions of the Drawings and Specifications be obscure or in dispute, they shall be referred to the Engineer and he shall decide as to the true meaning and intent. He shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said Plans and Specifications.

#### **7. Nondiscrimination in Employment**

During the performance of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### **8. Safety and Health Act**

Contractor shall comply with the U.S. Department of Labor's Safety and Health Regulations for Construction promulgated under the National Occupational Safety and Health Act of 1970 (PL91-596) and under Sec. 107 of the Contract Work Hours and Safety Standards Act (PL91-54).



- (a) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health, and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

#### **9. Shop or Setting Drawings**

The Contractor shall submit promptly to the Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two corrected copies. If requested by the Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

#### **10. Materials, Services, and Facilities**

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

#### **11. Contractor's Title to Materials**

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

#### **12. Materials and Workmanship**

Workmanship and materials shall be as prescribed by these Specifications and Drawings. Whenever not explicitly described, all workmanship used or employed in carrying out the work shall be the best of the respective grades and qualities. Where equipment, materials or articles are referred to in the Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality. When required by the Specifications or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed, Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

#### **13. Inspection and Testing of Materials**

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and as specified in the General Conditions, paragraph 65 "Control of Materials" and the Technical Specifications.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

#### **14. Temporary Equipment**

The Contractor shall furnish, maintain and remove at completion of the project all equipment such as temporary shoring and bracing, safety walls, roads, ramps, chutes and like facilities, as required for proper execution of the work of all trades. The Contractor and each subcontractor shall provide for his own use all forms and temporary equipment and structures required for the execution of work. Such temporary equipment and structures shall conform to requirements of authorities having jurisdiction over such work including the City of Decatur and shall be maintained in safe condition at all times, shall be constructed immediately prior to start of work requiring such structures and shall be removed immediately when no longer required.

#### **15. Lifting Devices and Hoisting Facilities**

The Contractor shall provide, operate and maintain construction cranes for hoisting materials, as well as other type hoists, as may be required for execution of the work of all trades. Such apparatus, equipment and construction shall meet the requirements of labor laws and other applicable laws.

#### **16. Temporary Support Facilities**

- (a) Sanitary Facilities: The Contractor shall provide self-contained toilet units of a type acceptable to governing authorities, adequate for use by personnel at project site and shall on a daily basis dispose of waste materials at a designated waste disposal site.
- (b) Water and Electric Power: The Contractor shall be responsible for obtaining or providing temporary water and electric power as necessary for construction operations. The Contractor shall provide service with ground water-fault circuit interrupter feature activated from each circuit at a 20-amp or less rating. The Contractor shall provide potable water adequate for personnel at project site as well as paper cups and waste receptacles.
- (c) Security: The Contractor shall provide temporary security and protection. The types of provisions required include barricades, warning signs/lights, environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site.
- (d) Lighting: The contractor shall provide temporary lighting for all areas of the project site where existing lighting, artificial or natural, is removed. This temporary lighting shall remain until the new lighting is operational. The light levels of the temporary lighting shall match that which is removed.

#### **17. "Or Equal" Clause**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the materials, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Engineer's written approval.

#### **18. Patents**

- (a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance

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manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## **19. Surveys, Permits, and Regulations**

The Contractor shall procure and pay all surveys, permits, licenses and approval necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinance, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

## **20. Contractor's Obligations**

The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the specification of the Engineer and the Owner.

The Contractor shall, without additional expense to the Owner, obtain all licenses and permits required for the execution of the work. The Contractor shall give supervision to the work and have a responsible foreman continuously on the job to act for him. The Contractor shall provide and maintain all temporary roadways and utilities which may be authorized and all barriers, colored lights, danger signals, and other devices necessary to provide for traffic control and safety. The Contractor shall, at all times, be responsible for the safety and conduct of his employees. He shall, for the protection of the Owner, maintain liability insurance for the duration of the work in limits described in these contract documents and insurance covering property as well as any other insurance required by law. The Engineer may in writing require the Contractor to remove from the work such employees as he deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the work is deemed by the Engineer to be contrary to the Owner's interests.

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The Contractor will replace to the satisfaction of the Owner all areas disturbed or damaged by Contractor to the condition that they were found before work was begun. Contractor will replace any and all pavement removed or damaged which is located in the road or street to the satisfaction of the Inspector.

**21. Weather Conditions**

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

**22. Protection of Work and Property - Emergency**

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 28 "Changes in Work" of the General Conditions.

**23. Inspection by Owner and Engineer**

The authorized representatives and agents of the Owner, and the Engineer shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Inspector shall not be authorized to alter or waive any requirements of the Specifications. He shall call the attention of the Contractor to any failure of the work or materials to conform to the Specifications and Contract. He may reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer.

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

**24. Reports, Records, and Data**

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project and used in support of its proposal and shall make such material available at all reasonable times during the period of the contract and for three

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years from the date of final payment under this contract, for inspection by the Owner, and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this section shall be included in any contracts it may make with any subcontractor, assignee or transferee.

**25. Superintendence by Contractor**

At the site of the work the Contractor shall employ an experienced full-time construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

**26. Field Display of Plans and Specifications**

The Contractor shall maintain on site a well organized, up to date set of Drawings and Specifications to include, but not limited to, all revisions, addenda, change orders, copies of observation reports, memoranda, shop drawings, etc., that affect the work.

**27. Minor Modifications**

The Contractor shall make such minor modifications in the execution of work to be done under these Specifications which in the judgment of the Engineer shall be necessary or expedient to carry out the intent of the contract before or during the progress of the contract. No increase over the contract price shall be paid to the Contractor on account of such minor modifications. Work which materially increases the cost to the Contractor shall not be ordered under the provisions of this paragraph.

**28. Changes in Work**

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of the following:
  - 1. Labor, including foremen;
  - 2. Materials entering permanently into the work;
  - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  - 4. Power and consumable supplies for the operation of power equipment;
  - 5. Insurance;
  - 6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

## 29. Changes in Other Quantities

The Engineer may increase or decrease the quantities of any and all other Pay Items, without changing the Unit Prices Bid, regardless if it should increase or decrease the original Contract Amount by more than 20 percent. This includes the addition of any Alternate Bid Items.

## 30. Extras

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the Unit Price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Engineer, acting officially for the Owner, and the price is stated in such order.

## 31. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract: and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract to pay to the Owner the amount specified in the contract not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from the time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the contractor is without fault and the contractors reasons for the time extension are acceptable to the owner; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government:

- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantines restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of Subcontractors or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

### **32. Delays – Damages**

If the Contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to complete said work within such time, the City of Decatur may, by written notice to Contractor, terminate his right to proceed with the work or such part of work as to which there has been delay. In such event, the City of Decatur may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City of Decatur for any excess cost occasioned the City of Decatur thereby. If the Contractor's right to proceed is so terminated, the City of Decatur may take possession of and utilize in completing work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. If the City of Decatur does not terminate the right of the Contractor to proceed, the Contractor shall continue to work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the Contractor shall pay to the City of Decatur as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in this section and the Contractor and his sureties shall be liable for the amount thereof; Provided: That the right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, but not restricted to, acts of God, or of the public enemy, acts of the Government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such cause, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the City of Decatur shall grant a further period of time prior to date of final settlement of the Contract) notify the City of Decatur's representative in writing of the causes of delay, who shall ascertain the facts and extent of the delay and extend the time for completing the work when in his judgment the findings of fact justify such an extension, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty (30) days, by the Contractor to the City of Decatur, whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

Where actual damages for any delay in completion contemplated by this section are impossible of determination of reason by the City of Decatur's election under said sections not to terminate the right of the Contractor to proceed, the Contractor and his sureties shall be liable for and shall pay to the City of Decatur the amount stated in the Construction Contract as fixed, agreed and liquidated damages for each calendar day of such delay until the work is completed or accepted; Provided: The City of Decatur may accept the work if there has been such a degree of completion as will, in its opinion, make the project reasonably safe, fit, and convenient for the use and accommodation for which it was intended. In such case, the Contractor shall not be charged with liquidated damages, but the City of Decatur may assess the actual damages caused by such delay. Acceptance is subject to approval by the Owner.

**33. Correction of Work**

All work, all materials, whether incorporated in the work or not, manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

**34. Subsurface Conditions Found Different**

Should the contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if they materially differ from those shown on the Plans or indicated in the Specification, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 28 "Changes in Work" of the General Conditions.

**35. Claims for Extra Cost**

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 28(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

**36. Rights of the Owner to Terminate Contract**

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract: Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

**37. Sequence of Work**

Work is to be processed in an orderly manner. The organization of the Specifications or Drawings does not necessarily indicate the order or sequence in which work is to be performed. If prior construction or other contracts on the contract site will interfere with this work, the Engineer will



declare the time and date when this contract can be started on the site. The Contractor shall keep an adequate force on the job until work is completed, except for interrupting weather conditions and extensions approved by the Engineer. The Contractor shall give due and adequate notice of all work he proposes to start to those in control of properties which may be affected by his operations.

The Contractor shall submit a progress schedule at the pre-construction conference outlining the order of his construction process. Priorities within this schedule shall be coordinated with the Owner. The Contractor shall not be granted extensions or delay charges when it is deemed clearly that the Contractor could have continued work on other components of the project or locations on the site.

### **38. Schedule of Values and Periodic Estimates**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate, or Schedule of Values, giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

### **39. Payments to Contractor**

- (a) Provided that an Application for Payment is received by the Engineer not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Engineer after the date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Engineer receives the Application for Payment.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration. The Contractor will not be paid for stored materials.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Owner's Rights to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owners request furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice, direct, or withhold from the Contractors unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to

impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments.

#### 40. Contract Retainage

- (a) After work has commenced at the construction site, progress payments to be made on some periodic basis, and at least monthly, based on the value of work completed as may be provided in the Contract Documents plus the value of materials and equipment suitably stored, insured, and protected at the construction site and at the Owner's discretion such materials and equipment suitably stored, insured, and protected off site at a location approved by the Owner's authorized contract representative when allowed by the Contract Documents, less retainage; and
- (b) Retainage to a maximum of 10 percent of each progress payment; provided, however, when 50 percent of the contract value including change orders and other additions to the contract value provided for by the Contract Documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner's authorized contract representative, the Owner may not hold additional retainage. At the discretion of the Owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.
- (c) If, after discontinuing the retention, the Owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the Owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly.
- (d) At substantial completion of the work or such other standard of completion as may be provided in the Contract Documents and as the Owner's authorized contract representative determines the work to be reasonably satisfactory, the Owner shall, within 30 days after invoice and other appropriate documentation as may be required by the Contract Documents are provided, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractor as their interests may appear.

#### 41. Application for Payment

The Contractor shall be eligible to initiate an application for payment on AIA FORM G702 & 703 at the end of each month's work. The Contractor shall submit to the Owner's representative, if he requires receipts or other vouchers, showing his payment for materials and labor, including payment to subcontractors. The application shall be forwarded directly to the Owner's representative. On completion of the work, the Contractor can submit to the Owners representative an application for payment in full in the amount of the contract. Along with such application, the Contractor shall furnish an affidavit and such other information as the Owner's representative may require as protection of the Owner against liens. *Final payment will be made after certification by the Engineer that the work has been satisfactorily completed and is accepted in accordance with the contract, plans and specifications.*

Upon receipt of an Application for Payment, Owner's representative and Engineer shall make an inspection and issue to the Contractor a Certificate for Payment or state in writing the corrections which must be made according to the plans and specifications before he will be paid. These corrections shall be made at once, and the Owner's representative shall issue a Certificate for

Payment on their acceptance. The Owner shall pay the full amount of the certificate within fifteen (15) days after receiving the Certificate of Payment from the Owner's representative.

Payments may be withheld on account of defective work not remedied, claims filed, failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, damage to the Owner or another contractor, or persistent failure to carry out the work in accordance with the contract documents.

#### **42. Acceptance of Work and Final Payment**

Before final acceptance of the work and payment to the Contractor of the percentage retained by the Owner the following requirements shall be complied with:

- (a) Final Inspection: Upon notice from the Contractor that his work is completed, the Inspector shall make a final inspection of the work, and shall notify the Contractor of all instances where his work fails to comply with the Specifications, as well as any defects he may discover. The Contractor shall immediately make such alterations as are necessary to make the work comply with the Specifications, and to the satisfaction of the Inspector.
- (b) Guarantee: The Contractor shall furnish a written guarantee that all work executed under this Contract will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance and that all defects occurring within that period shall be replaced at no cost to the Owner.
  - (1) The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure warranties from said subcontractors and deliver them to the Owner upon completion of the work.
  - (2) Where guarantee or warranties are written in any section for a period of more than one (1) year, such longer terms shall apply.
  - (3) Nothing in the above shall be deemed to imply that this guarantee shall apply to work which has been abused or neglected by the Owner.
  - (4) It is specifically understood that the terms of the guarantee called for in the Specifications, the compliance therewith, and the fulfillment of all obligations thereunder are fully protected by the Performance Bond furnished by the Contractor.
- (c) Liens: Final acceptance of the work will not be granted and the retained percentage will not be due or payable until the Contractor has furnished the Owner proper and satisfactory evidence under oath that all claims for labor and material employed or used in the construction of the work under this Contract have been settled, and that no legal claims can be filed against the Owner for such labor or material.
- (d) Final Estimate: Upon completion of all alterations and repairs required by the final inspection or operating test, the satisfactory completion of the operating test, and upon submitting proper and satisfactory evidence to the Owner that all claims have been settled, the Engineer shall issue a certificate of final acceptance of the work. The Contractor shall then prepare his final estimate; the payment shall then become due.

#### **43. Acceptance of Final Payment Constitutes Release**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No

payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond or constitute a waiver of claims arising from unsettled liens, faulty or defective work appearing after completion, failure of the work to comply with the requirements of the contract documents or terms or any special warranties required by the contract documents.

#### **44. Payments by Contractor**

- (a) The contractor shall pay (a) for all transportation and utilities services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 15th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.
- (b) The Contractor shall furnish the Owner, whenever requested, with satisfactory evidence that all persons who have done work, or furnished materials under this agreement have been duly paid or satisfactorily secured. In cases such evidence is not furnished as aforesaid, such amounts as may be necessary to meet the claim of such unsatisfied person may be retained from monies due to the Contractor under this Contract, until the liabilities aforesaid shall be fully discharged.

#### **45. Record of Construction Changes and As-Built Drawings**

On completion of work, the Contractor shall mark the appropriate contract drawings in digital format showing the final locations of all underground installations, vaults, power lines, water lines, sewage lines, drainage lines, septic lines, etc. They also shall record the proper location of all installations above ground where they have been changed on the site from designated locations on the plans. The Engineer can provide digital data of the construction drawings in AutoCad format to the Contractor at a minimal cost so that the Contractor may record field changes and adjustments. The Contractor shall provide to the City of Decatur upon completion of the project DVD's with the above mentioned as-built information based on Georgia West Zone and that is Geo-referenced so that it aligns with the City of Decatur's GIS system.

#### **46. Project Closeout**

- (a) This section covers work to be done when the project is complete.
- (b) The Contractor shall assemble all of its final papers, bind them into some type of folder and submit it to the Owner. Partial submissions will not be accepted.
- (c) Submit in writing Contractor's guarantees on all work. Also submit guarantees by subcontractors and manufacturers where requested on these Specifications. All guarantees shall be in writing and made out in the name of the Owner.

#### **47. Warranty Guarantee**

The Contractor shall guarantee all work under this contract, to be free from defects of material and workmanship, for a period of one year from the date of acceptance by the Engineer, except as otherwise agreed upon in writing by the parties to the contract. All landscape materials shall be guaranteed by the Contractor in accordance with the warranty in the Specifications.

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Thefts and "Acts of God" damage are the responsibility of the Contractor until final date of acceptance. Repair of such damage shall be the responsibility of the Owner from the date of acceptance of the entire job until the end of the warranty period.

**48. Environmental Protection**

Trees to Save - Trees not marked to be removed shall be carefully protected by the Contractor from foliage, trunk and root damage. Roots shall be protected to the outer perimeter of tree foliage (or drip-line) and 2 feet beyond.

**49. Special Hazards**

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring and electrical.

**50. City of Decatur Insurance Requirements**

The Contractor shall, at the time of execution of this Agreement, file with the Owner the certificate(s) of insurance as contained in the Agreement, which shall cover all of the Contractor's insurance as required herein including evidence of payment of premiums thereon, and the policy or policies of insurance covering said Owner, the Engineer and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the Owner, shall reference the insured project as "Allen Wilson Storm Drainage Project" and shall bear an endorsement precluding the cancellation or reduction in coverage without giving the Owner at least fifteen (15) days prior notice thereof in writing. All policies shall be written by insurers licensed to do business in the State of Georgia and acceptable to the Owner, with a current A.M. Best rating of no less than A-:VII.. Coverages shall be maintained without interruption from the date of commencement of the project until the date of final payment and termination of any coverage required to be maintained after final payment. Completed operations coverage shall be maintained until the date of the architect's final certificate of payment. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

On all required coverages, the Contractor shall secure from all subcontractors' certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract up to the same minimum limits required of the Contractor in this Agreement. All subcontractors' certificates of insurance shall reference the insured project as "Allen Wilson Storm Drainage Project". The Contractor shall submit copies of its subcontractors' insurance certificates to the Owner and Engineer as evidence of such insurance coverage. The Contractor acknowledges and agrees that each subcontractor performing work for this Contract will meet these minimum insurance requirements and that any costs or uninsured events arising from or involving a subcontractor working on behalf of the Contractor for this Contract is the sole responsibility of the Contractor. The Contractor agrees to indemnify said Owner for any costs, expenses or damages that may arise from any subcontractor having insufficient insurance coverage.

The insurance provided by the Contractor will be primary insurance and any other insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Owner or the Engineer and their officers, agents and employees will be specifically excess and not contributory to the insurance furnished by Contractor and by its subcontractors.

(a) Comprehensive or Commercial General Liability Insurance – The Contractor shall take out, pay for, and maintain until completion and acceptance of the work required by this Contract, commercial general liability insurance as shall protect the Contractor and the said Owner from all

claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract.

The Contractor is not required to have its subcontractors named as co-insureds in the Contractor's policy of public liability and property damage; but the policy shall protect the Contractor and the Owner from contingent liability which may arise from operations of subcontractors.

Each of said policies of insurance shall provide coverage in the following minimum amounts: Commercial general liability insurance with a minimum combined bodily injury and property damage limit of One Million Dollars (\$1,000,000) per occurrence, a personal and advertising injury limit of One Million Dollars (\$1,000,000), a products-completed operations aggregate limit of Five Million Dollars (5,000,000) and a general aggregate limit of Five Million Dollars (\$5,000,000) per location.

\$1,000,000 Each Occurrence Limit  
\$1,000,000 Personal and Advertising Injury Limit  
\$5,000,000 Products/Completed Operations Aggregate  
\$5,000,000 General Aggregate

(b) Comprehensive Automobile Liability - The Contractor shall also take out, pay for, and maintain until completion and acceptance of the work required by this Contract, automobile public liability and property damage insurance as shall protect the Contractor and said Owner from claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract.

The policy or policies of automobile insurance shall provide coverage in the following minimum amounts: Automobile liability insurance covering owned, hired and non-owned vehicles, with separate coverage in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

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

(c) Umbrella Policy- The Contractor shall have an umbrella policy over General Liability, Automobile Liability, Workers' Compensation/Employers' Liability and any such policies that the umbrella can be placed over that involves insurance that is applicable to the work under this contract or at least applicable to the minimum required insurance under this contract. The policy shall be placed in the amount of One Million Dollars (\$1,000,000) or an amount equal to that to be paid for the work being performed under this agreement, whichever is greater.

(d) Workers' Compensation Insurance - Before beginning the work, the Contractor shall furnish to the Owner satisfactory proof that it has taken out, for the period covered by the work under this Contract, Statutory Workers' Compensation and Employers' Liability Insurance. Such insurance shall be maintained in full force and effect during the period covered by this Contract.

(e) Property Insurance – Until the project is completed and accepted by the Owner, the Contractor shall purchase and maintain property insurance written on a builder's risk "all risk" or equivalent policy form on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear.

Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

(f) Boiler and Machinery Insurance – Until the project is completed and accepted by the Owner, the Contractor shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and through final acceptance.

(g) Loss of Use Insurance – The Contractor shall purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

(h) Pollution Liability Insurance – From the date of commencement of the project until five years after the date of final payment or termination of the agreement, whichever occurs first, the Contractor shall maintain a contractor's pollution liability ("CPL") policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold).

(i) Deductibles - For all required coverages, each deductible may not exceed \$10,000 per occurrence unless otherwise agreed upon by the Owner.

(j) Notification of Insurance Companies - The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and insurance companies shall waive the right of special notification or any change or of decreased or increased work, or of cancellation of the Contract or of any other act or acts by the Owner or its authorized employees and agents, under the terms of this Contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

(k) Indemnification - The Contractor shall indemnify and save harmless the Owner, the Engineer and all of their officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontractors, in prosecuting the work under this Contract.

(l) Additional Insured - For all required coverages, the Contractor shall name the Owner as an additional insured and shall provide Owner with proof thereof with the certificate of insurance and copy of endorsement that meets the additional insured requirement or specifically lists owner as additional insured for said contract in the policy for said work by Contractor on behalf of this Contract.

(m) Subrogation Waiver - The Contractor waives all rights of subrogation against the Owner with respect to claims arising out of operations performed pursuant to or incidental to this Contract, whether by Contractor or its subcontractors. Written evidence that each respective insurer acknowledges and agrees to such waivers of subrogation rights shall be submitted to Owner prior to commencement of the project (at minimum, a certificate of insurance, followed by a copy of an endorsement or policy language evidencing the insurer's acknowledgement of and agreement to such waiver). In the event such requirement is not met and/or any subrogation proceeding is commenced by or on behalf of the Contractor or its insurers, the Contractor shall fully indemnify and save harmless the Owner for all costs, expenses and damages resulting therefrom, and shall take action necessary to stop any subrogation proceedings by the Contractor's insurers.

## 51. Final Payment and Bond

The Contractor will be paid one (1) final payment at the completion and acceptance of the job by the City of Decatur, Georgia, or by other terms agreeable to the Contractor and the City of Decatur. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the total amount of the contract and payment bond for 100% of the total amount

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of the Contract at the time the Contract is executed. Such bonds will be on forms approved by the City Attorney. The surety company must be authorized to do business in the State of Georgia.

**52. Additional or Substitute Bond**

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

**53. Assignments**

It is understood by the Contractor that the work of the Contractor is considered personal by the Owner. The Contractor agrees not to assign, sublet or transfer any or all of its interest in this contract without prior written approval of the Owner. The Owner reserves the right to review all subcontracts prepared in connection with the contract, and the Contractor agrees that it shall submit to the Owner any proposed subcontract documents together with subcontract cost estimates for review and written concurrence of the Owner in advance of their execution. All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this section.

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

**54. Mutual Responsibility of Contractors**

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

**55. Other Contracts**

The Owner or Engineer may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other such contractors, including the Owner or his employees and carefully fit his own work to such additional work as directed by the Engineer or Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or employee of the Owner.

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of the other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship



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by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

#### **56. Subcontracting**

Each portion of the Work shall be performed by an organization equipped and experienced to do work in the particular field. Contracts shall be awarded only to parties satisfactory to the Owner and Engineer. The Contractor shall submit any proposed subcontract documents together with subcontract cost estimates for review and written concurrence of the Owner and Engineer in advance of their execution.

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontract, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions, Technical Specifications, Special Provisions, and other contract documents in so far as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

#### **57. Engineer's Authority**

The Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute, under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

All the work under the contract shall be completed to the satisfaction of the Engineer or his authorized representative who shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are paid for hereunder, and shall decide all questions and the fulfillment of the conditions of this contract on the part of the Contractor. His determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any payment hereunder.

**58. Stated Allowance**

The Contractor shall include in his proposal the cash allowance stated in the General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials: is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

**59. Rejection**

All materials furnished and work done when not in accordance with the Specifications and Contract, will be rejected and shall immediately be removed and other work done and materials furnished by the Contractor at his own expense and in accordance therewith. If the Contractor fails to remove the work and materials as above ordered, within forty-eight (48) hours, then the Inspector shall have the right and authority to stop the Contractor and his work at once and to supply men and material at the cost and expense of the Contractor to remove said work and materials.

**60. Storage**

The Contractor shall provide suitable protection for material and equipment on the site and shall maintain all storage space in a safe, clean and orderly condition. The City shall provide site location for material and equipment storage; the Contractor shall be responsible for securing and maintaining the storage site. The Owner assumes no liability for loss or damage to materials or equipment due to improper storage, lack of protection from the elements or from any other causes. Inflammable materials shall be enclosed in safe containers. All construction equipment shall be stored at the staging area at the end of each work day.

**61. Use of Premises and Removal of Debris**

The Contractor expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up daily all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to affect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other Contractor.

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The Contractor shall keep the work and surrounding areas free from accumulation of waste materials, all rubbish and objectionable matter during the course of the work. All mortar, cement and toxic material shall be removed from the surface of the earth and not allowed to become mixed with the earth. Upon completion of the Work, the Contractor shall remove all debris, waste materials and superfluous materials from and about the project area as well as all equipment, tools and machinery, to the satisfaction of the Owner.

## **62. Maintenance**

Except as otherwise provided in the Specifications, the Contractor shall be responsible for all maintenance until completion and final acceptance of the total project. Various items of maintenance are indicated in applicable sections of the Specifications to which the Contractor is referred. Contractor is expected to maintain all erosion control fences, berms, dams, grassing and other mechanisms until the project is completed. Maintenance shall be in accordance with local and state guidelines and regulations.

## **63. Pre-Construction Conference**

The Contractor shall schedule a pre-construction conference with the Owner and Engineer at least three (3) days before beginning work under the contract. The contractor shall submit a proposed work schedule, traffic control plan and construction staging and phasing plan at the pre-construction conference.

## **64. Traffic Control**

All project work must conform to applicable state and local guidelines for uniform traffic control. The Contractor shall submit a traffic control plan to the Owner for approval at the pre-construction conference. The Contractor shall coordinate with the City on preparing a traffic control plan that addresses vehicular and pedestrian traffic, temporary parking, and parking relocation for the project.

## **65. Control of Materials**

Source of Supply and Quality Requirements: The materials used on the work shall conform to the requirements of the contract, plans and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or processed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

Samples, Tests and Cited Specifications: All materials used in the work shall be inspected, tested by a materials testing company and approved by the Engineer before incorporation in the work. All work in which untested materials are used without approval or written permission of the Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Engineer, shall be removed at the Contractor's expense. Tests in accordance with cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the owner. Samples will be taken by a qualified representative of the Contractor. All materials being used are subject to inspection, test or rejection at any time prior to or during incorporation into the work.

Certification of Compliance: The Engineer may permit the use, prior to sampling and testing of certain materials, or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The

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certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not,

The form and distribution of certificates of compliance shall be as approved by the Engineer.

When a material or assembly is specified by "brand name or- equal" and the contractor elects to furnish the specified "brand name", the contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to: (a) Conformance to the specified performance, testing, quality of dimensional requirements; and (b) Suitability of the material or assembly for the use intended in the contract work.

Should the contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly, However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

Plant Inspection: The Engineer or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the engineer conduct plant inspections, the following conditions shall exist:

- (a) The Engineer shall have the cooperation and assistance of the contractor and the producer with whom he has contracted for materials;
- (b) The Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished; and
- (c) If required by the Engineer, the contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Engineer shall have the right to reject material which, when retested, does not meet the requirements of the contract, plans, or specifications.

Field Office and Laboratory: When specified and provided for as a contract item, the contractor shall furnish a building for the exclusive use of the Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the contractor as specified herein and shall become property of the contractor when the contract work is completed.

Storage of Materials: Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in their work. Stored materials shall be located so as to facilitate their prompt inspection. The contractor shall coordinate the storage of all materials with the Engineer.

Unacceptable Materials: Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Engineer.

No rejected material or assembly, the defects of which have been corrected by the contractor, shall be returned to the site of the work until such time as the Engineer has approved its use in the work.

Owner-Furnished Materials: The contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the owner. Owner-furnished materials shall be made available to the contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage and installing Owner-furnished materials shall be included in the unit price bid for the contractor item when such owner-furnished material is used.

After owner-furnished material has been delivered to the location specified, the contractor shall be responsible for any demurrage, damage, loss or other deficiencies which may occur during the contractor's handling, storage, or use of such owner-furnished material. The owner will deduct from any monies due or to become due the contractor any cost incurred by the owner in making good such loss due to the contractor's handling, storage, or use of owner-furnished materials.

#### **66. Measurements**

Before ordering any material or doing any work, the Contractor shall verify all measurements at the site and shall be responsible for correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Any difference which may be found shall be submitted to the Engineer for consideration prior to work.

#### **67. Quantities of Estimate**

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

Quantity estimates where shown have been made carefully but the Engineer assumes no liability for omissions and errors. Estimates are only an aid to clarification of units and a check for the Contractor to compare with his own estimates. Differences shall be brought to the attention of the Engineer. Quantities necessary to complete the work on the Drawings shall be provided by the Contractor. No extra compensation will be allowed for extra quantities necessary to complete the Work as shown on the plans.

#### **68. Lands and Rights-of-Way**

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

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## 69. Layout of Work

All lines, grades, levels and bench marks shall be established and maintained by Contractor. Before commencing any work, the Contractor shall verify all grades, lines, levels and dimensions as indicated on the Drawings. He shall report any errors or inconsistencies to the Engineer before commencing work.

The Contractor shall stake the entire project, both as to location of all construction items as well as finish grades. This stake-out may be accurate or rough, depending on the Contractor's preference. This stakeout shall be made early in the construction process and preserved for reference during construction.

The purpose of the staking, with inspection and adjustment by the Engineer, is to adapt the design to the site rather than allow the design to be forced upon the site. Staking is subject to various degrees of adaptation which can only be determined by the Engineer. This variation is an aesthetic decision, the amount of adjustment most often determined by the existing trees, terrain, soil conditions, utilities, sub-surface water and by other intangibles which are impractical to survey in absolute accuracy.

The Contractor shall notify the Engineer at least three (3) working days before inspection of the stakeout. During the inspection, the Engineer will adjust the stake-out as necessary to fit the trees, topography and all other objects and conditions on the site. At this time the Engineer will clearly mark all trees and other vegetation to be removed. This staking-inspection process must take place prior to any tree removal, grading, construction and any other work on the site. During the inspection, the Contractor shall be at the site along with the person who will superintend the clearing and grading work under this contract.

The staking inspection process shall be repeated for any work not staked and approved or adjusted during the first site visit. No work shall ever be done without the stakeout first being adjusted and approved by the Engineer. All alignment, dimension and elevation of any grading, excavation, construction and planting is subject to adjustment to accommodate existing conditions and to save trees and other vegetation.

Any work progress delays caused by inadequate, incomplete or improper staking shall not merit an extension of the contract or delay charges by the Contractor.

The Engineer shall have two (2) days to respond to any request to come to the site and adjust a stake-out. The Engineer shall have a minimum of two (2) days to resolve any problems created by unknown conditions discovered during the stakeout or construction.

The Contractor shall be responsible for adequately scheduling his process in order to allow constant work to continue. When unknown conditions inhibit the flow of work in a specific location, during the inspection, the Contractor shall continue unhindered portions elsewhere on the project and notify the Engineer immediately.

## 70. Geotechnical Assistance

The Contractor shall retain at his own expense the services of a qualified geo-technical engineer to advise on all construction techniques involved in the Work, including the design, checking and approval of temporary bracing, shoring, underpinning and other items pertinent to the Work, and on construction methods for solution of problems which may be encountered. The geo-technical engineer shall be primarily concerned with construction methods necessary to prevent settlement or failure of buildings, walkways, foundations, pavement and/or damage to such surrounding structures as sidewalks, roads, utilities, and embankments on the Owners property. Geo-technical engineer shall also consult on material sampling, soil compaction and other related construction conditions.

#### **71. Utilities**

The Contractor shall be responsible for contacting all utilities to confirm locations so that no facilities will be cut. Call Utility Protection Center at 811. The Contractor shall be responsible for insuring that sewer manholes, telephone manholes, valves, etc. have risers provided prior to surfacing.

The Contractor, at his expense, shall immediately repair existing utility lines shown on the drawings, such as cables, ducts, conduits and piping and damaged by Contractor's operations (unless they are to be abandoned) and protect and maintain in use until relocation of same has been completed or shall be cut and capped where directed or shall be prepared for service connections when so required.

The Contractor shall exercise extra precaution to avoid damage to underground utilities, The Contractor shall notify the utility locating service to flag and mark with paint all underground utilities before any work commences. The Contractor shall determine the exact location of all existing utilities, structures and underground utilities, which may not be indicated on the drawings, and he shall conduct his work so as to prevent interruption of service or damage to them. The Contractor shall protect existing structures, utilities and underground utilities and be responsible for their replacement if damaged by him.

#### **72. Shoring and Bracing**

The Contractor is required to provide all temporary and permanent Shoring and Bracing of existing facilities to construct the proposed improvements and project. This includes but is not limited to the temporary and permanent Shoring and Bracing of existing buildings, foundations, walls, utilities, slopes, walks, and other existing site features. All Shoring and Bracing plans and methods shall be preapproved by the City of Decatur Building Department prior to installation. All Shoring and Bracing plans are to be sealed by a structural engineer registered in the state of Georgia.

#### **73. Inclusion of Accessories**

Unless specifically mentioned otherwise, all anchors, bolts, screws, fittings, fillers, hardware accessories, trim and other parts required for, or in connection with, an item of material to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the item whether or not shown on the drawings or specified.

#### **74. Installation and Protection of Materials**

All items shall be installed in a workmanlike manner in accordance with the best recognized practice of the trade. Manufactured items shall be installed in strict accordance with the manufacturer's printed directions, specifications and recommendations. All working parts shall be properly adjusted after installation and left in perfect working order. Unless otherwise indicated, items exposed to weather and subject to flooding shall be installed so as to shed water. Items in all cases shall be installed plum and true and in proper relation to surrounding materials. The Contractor shall be responsible for preparing samples as required in the Specifications and to obtain approvals prior to construction of the item.

All materials shall be shipped, stored and handled in a manner that will afford protection and insure their being in first class condition at the time they are incorporated in the Work. After installation, all materials shall be properly protected against damage to insure their being in first class condition when the project as a whole is completed and accepted by the Owner.

**75. Reference to Standard Specifications**

When standard specifications such as the American Society for Testing and Materials, Federal Specifications, Department of Commerce (commercial Standards), American Institute of Steel Construction, American Association of State Highway and Transportation officials (AASHTO) guidelines, or other well known public or trade associates are cited as a standard to govern materials or workmanship, such specifications or portions thereof as referred to shall be equally as binding and have the full force and effect as though it were copied in the Specifications. Such standards as are mentioned are generally recognized by and available to the trades concerned.

**76. Reference to Manufacturer's Publications**

Unless otherwise specifically stated, all manufacturer's catalogs, specifications, instructions or other information or literature that are referred to in the Specifications shall be considered as the latest edition or revision of such publications that is in effect on the date of the Invitation or Advertisement for Bids.

**77. Document Signatures**

Within five (5) days of notification of award or prior to execution of the contract, whichever is earliest, the Contractor shall file with the Engineer a list of all persons in his firm who are authorized to sign documents such as contracts, certificates and affidavits on behalf of the firm and to fully bind the firm to all conditions and provisions of such documents.

**78. Materials Furnished by Others**

Whenever Contractor or any subcontractor shall receive items from another contractor or from the Owner for storage, erection or installation, the Contractor or subcontractor shall give receipts for items delivered, and any necessary replacement of items received. No adjustment will be made to contract price for increased insurance premiums, except for materials or equipment furnished by the Owner and not listed as such in other contract documents.

**79. Substitute Materials and Equipment**

Approval by the Engineer of substitute materials and equipment shall not relieve the Contractor from his responsibility to supply and install any additional materials, equipment or labor required to make the substitution properly function within the intent of the contract documents as issued for bid whether or not recognized by the Engineer or Contractor. The Contractor shall supply and install such required substitutions at no additional cost to the Owner.

**80. Protection of Existing Structures**

The Contractor shall be liable for all damage to existing structures, that occur as a result of his negligence to provide proper and adequate protective measures, including but not limited to buildings, foundations, walls, fences, paving, conduits, furniture, pipe, wiring, drains, underground utilities, signage and signs and equipment. The Contractor shall be liable for all damage to trees, shrubs, turf, and other vegetation. The Contractor shall not encroach on neighboring properties or damage fences or vegetation outside the limit of work.

**81. Working Hours**

Construction on Monday through Friday shall begin no earlier than 7:00 a.m. and may continue until 6:00 p.m. Construction on Saturdays may begin no earlier than 9:00 a.m. and may continue until 5:00 p.m. No Construction on Sundays is allowed. Some portions of the work may require



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construction to occur outside of these standard work hours. Requests for non-standard work hours must be submitted one week in advance to the City of Decatur for approval.

**82. General Guaranty**

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

**83. Disagreement**

Should any disagreement or difference arise as to the estimate, quantities or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decision of the Engineer shall be final and conclusive and binding upon all parties to the Contract.

**84. Notice and Service Thereof**

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

**85. Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**86. Prohibited Interests**

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**87. Use and Occupancy Prior to Acceptance by Owner**

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- (c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

**88. Photographs of the Project**

Pre and Post Construction, the Contractor shall furnish to the Owner a complete video and pictures of the project work limits and surrounding area, prior to construction disturbance and the conclusion of the project that documents the existing and proposed conditions of all aspects of the project. This includes but is not limited to video of the storm pipe and photographs of the site features above ground and below ground elements. Photographs shall also be provided during the construction progresses, not previously documented prior to the construction start.

**89. Suspension of Work**

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

**90. Temporary Suspension of Work**

The Engineer shall have the authority to suspend the work, wholly or in part, for such period as he may deem to be in the best interest of the Owner, due to conditions which are considered unfavorable to the suitable carrying out of work, or for failure on the part of the Contractor to carry out instructions or to perform any provision of the contract. The Contractor shall immediately respect the written order to suspend the work wholly or in part. The Contractor shall not suspend work without such written authority, and shall immediately resume work when conditions are favorable or when methods have been corrected, as approved by the Engineer in writing.

**91. Employment of Certain Persons Prohibited**

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institute shall be employed on the work covered by this Contract.

**92. Complaints, Proceedings, or Testimony by Employees**

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**93. Ineligible Subcontractors**

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The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Owners prior written approval of the subcontractor. The Owner will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations to receive an award of such subcontract.

#### **94. Arbitration**

Arbitration shall be allowed only if mutually agreeable to both parties, and the decisions of the arbitrators shall not be binding.

#### **95. Miscellaneous Requirements**

- (a) All sites shall be properly signed and marked using the Manual on Uniform Traffic Control Devices involving construction work zones to assure proper warning of motorists. It is the Contractor's explicit and exclusive responsibility to maintain a safe work zone at all times. All cones, barrels and barricades must use high intensity reflective materials.
- (b) Pulling shoulders and eliminating drop-offs are required to provide no ponding of water on existing asphalt. All water shall sheet drain perpendicular to travel lanes. The cost of pulling the shoulders and eliminating drop-offs will not be paid separately, but shall be included in the overall bid submitted.
- (c) All permanent lane striping shall be completed within ten (10) consecutive calendar days from the date the road was resurfaced. All other pavement markings as required in the scope of work shall be completed within twenty-one (21) consecutive calendar days from the date the road was resurfaced.
- (d) Temporary pavement marking is required on all resurfaced roadways which previously had existing striping. The temporary pavement marking material shall be 3M - Scotch-Lane Foil Tape, Series 5160 and 5161, or equal. Temporary tape on the centerline shall be two tandem two-foot strips with a maximum gap of forty-eight feet. On curves greater than six degrees, a centerline shall be placed using two two-foot long strips with a maximum gap of eighteen feet. Skip-line temporary tape in lane shift areas shall not be allowed. All tape shall be removed prior to permanent striping.
- (e) All ingresses and egresses shall be sufficiently tapered to provide reasonable passage without damage to vehicles or disturbance to passengers. In general, intersecting roadways which will not be resurfaced should be tapered beginning at the projected gutter-line of the mainline roadway. The Inspector will be responsible for delineating any exception.

#### **96. Conflicts within the Contract Documents**

If conflicts exist between the GADOT Standard Specifications and the General Conditions, or Supplemental General Conditions and Contract Specifications, the governing descending order will be as follows:

1. General Conditions (Section M).
2. Special Provisions
3. Project Plans including Special Plan Details
4. Supplemental Specifications
5. Standard Plans including Standard Construction Details
6. Standard Specifications

### **97. Compliance with Applicable Law**

The Contractor shall comply and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 710.405(b) as stated in the Notice of Compliance with Title VI of the Civil Rights Act of 1964 of this contract.

The Contractor shall comply and shall require its subcontractors to comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the Drug-Free Workplace Act as stated in the Certification Regarding Drug-Free Workplace of this contract.

The Contractor acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this contract.

The Contractor shall comply and require its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990.

### **633.1 General Description**

Due to the proximity of the existing storm line that is to be replaced, the Contractor shall demolish and then reconstruct two (2) project signage features. This work includes the mobilization, the labor, equipment and material for the removal and replacement of the project signage features within the Allen Wilson Storm Drainage project limits.

### **633.2 Construction Requirements**

Prior to signage demolition occurring, the Contractor shall provide signage photographs, as-built drawings and replacement drawings indicating the signage size and materials to the City project manager for their review and approval.

The Contractor shall replace both signs in the same location. The signs are to match the existing signage size, shape, materials, color, text, font type and size. The Contractor shall be required to provide a footing detail for the signage feature.

Prior to demotion of the sign, the Contractor shall be required to verify if all utilities have been turned off.

The Contractor is required to demolish and removal from the site all the remainder of the signage existing concrete footing.

### **633.3 Payment**

Signage features completed and accepted will be paid for at the Lump Sum Price bid. Payment is full compensation for all work, material and labor specified in this section.

**Section 999.1      General Description**

Pay Item No. 999-9000 is intended for Miscellaneous Construction which may or may not be required on the project as directed/requested by the Engineer. Use of this item will be only as specifically authorized by the City of Decatur or its designee.

The Contractor shall not be reimbursed for Miscellaneous Items, unless he has **in writing specific authorization to proceed with the work from the City of Decatur Project Engineer.**

In the event that the scope of the project, and therefore this contract, needs to be adjusted, by adding work, The Contractor agrees to furnish all services, labor, material, demolition (removal), overhead, profit, insurance, tools, equipment, transportation, supervision and other items necessary to complete the installation of the additional construction items for **Unit Price that has been provided in the Bid Proposal Form.**

If the City request additional work to be performed that is not listed as a Unit Price in the Bid Proposal Form, every effort will be made to negotiate an acceptable price with the Contractor for miscellaneous construction. If City of Decatur or its designee is unable to negotiate an agreeable price with the Contractor, City of Decatur reserves the right to negotiate both price and warranties with specialty contractors for this purpose. The Contractor will then be required to include the work authorized, utilizing the authorized specialty subcontractor. A maximum allowance of 5% may be included for overhead purposes of the prime contractor above the negotiated specialty contractor agreement.

**Section 999.2      Payment**

For payment purposes, negotiated prices will be converted to a percentage of Item No. 999-9000. Payment for this item will be only for amounts authorized by the Engineer. Final Payment may or may not equal 100% of the Lump Sum Price included in the Contract. At the completion of the project, the remaining (unused balance) of the Miscellaneous Construction Allowance, will be reduced from the Total Contract Amount. The Contractor does not retain the unused balance of the Miscellaneous Construction Allowance.

Payment will be made under:

Item No. 999-9000 Miscellaneous  
Construction.....per Lump Sum