

AGREEMENT

THIS AGREEMENT is dated as of the 5th day of September in the year 2024 by and between City of Cartersville (hereinafter called CITY) and Backbone Infrastructure, LLC (hereinafter called CONTRACTOR), whose address is 4805 Westoak Ct. Sugar Hill, GA Parkway, Suite 115, Atlanta, Georgia 30518.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project is identified as the Grassdale Road Sidewalks Project PI # 0016628.

CONTRACTOR shall complete all Work in accordance with the plans, drawings, specifications, general conditions, special provisions, CONTRACTOR's Bid and Contract Documents. The Work is generally described as follows:

This project consists of drainage improvements on both sides of Grassdale Road from SR 293/Cassville Road to SR 3/SR 20/US 41/Joe Frank Harris Parkway and sidewalk on the east side of Grassdale Road through the entire project limits.

Article 2. CONTRACT TIME

2.1 Days to Complete: The Work shall begin upon receiving a Notice to Proceed by the CITY. The Work shall be carried through to completion without unreasonable delay and continuously without suspension of work unless authorized in writing by the CITY. All work must be completed within **365 consecutive calendar days** upon receipt of a Notice to Proceed from the project sponsor.

2.2 Liquidated Damages: The CITY and CONTRACTOR recognize that time is of the essence of this contract and that the CITY will suffer financial loss if the Work is not complete within the time specified in paragraph 2.1 above, plus any extension thereof allowed. Therefore, in accordance with O.C.G.A. § 36-91-24, the CITY and CONTRACTOR agree that as liquidated damages for delay in completion of the project beyond the time specified in paragraph 2.1 above, plus any approved extension allowed by the CITY, liquidated damages may be imposed for failure to perform as indicated in the bid proposal and in accordance with Section 108.08 of the GDOT Standard Specifications for the Construction of Transportation Systems, 2021 edition. The CONTRACTOR shall

pay to the CITY a sum of \$500.00 for each day that expires after the time specified in Paragraph 2.1 for substantial completion until the Work is substantially complete. This is agreed by all parties to be a reasonable estimate of an amount of damages that is hard to precisely ascertain and is not intended as a penalty.

Article 3. CONTRACT PRICE/COMPENSATION

3.1 Payment for Work Performed: The CITY shall pay the CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds based on the unit prices and lump sum amounts as submitted in CONTRACTOR's bid, said bid being attached hereto and incorporated herein as Article 14.4 of this Contract.

3.2 Payment Procedures: The CITY shall pay the CONTRACTOR on a thirty-day cycle upon receipt by the CITY of a Request for Payment for work completed. All invoices and/or applications for payment must be approved by the CITY and will be paid on the basis of the progress of the work in place.

Article 4. RESERVED

Article 5. CHANGE ORDERS; TIME EXTENSIONS

The CITY and CONTRACTOR fully understand that units submitted in the CONTRACTOR's bid are approximate and actual total quantities required to complete the Work may vary slightly. Any adjustment to the total quantities used by the CONTRACTOR and/or contract amount deemed to be necessary and appropriate by the CONTRACTOR must be submitted as a *Change Order* to the contract and approved by the CITY prior to commencement of the work to be performed under said *Change Order*.

Time extensions of the Completion Date can only be granted by written Change Order. CONTRACTOR is expected to plan for normal weather patterns and typical rain days in managing the project to meet the Completion Date. Time extensions will be managed per GDOT Standard Specifications for Construction of Transportation Systems, 2021 Edition.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the CITY to enter into this Agreement, the CONTRACTOR makes the following representations:

6.1 Familiarity of the Project: The CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 Correlation of Documents: The CONTRACTOR has correlated the results of all

observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.3 Licenses, Permits, Etc.: The CONTRACTOR covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the time required of the CONTRACTOR by any and all national, state, regional, CITY or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Contract; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The CONTRACTOR shall secure and pay for the building permit and/or permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Contract and which are legally required. CONTRACTOR shall furnish copies of such permits, licenses, etc. to the CITY within ten (10) days after issuance.

Article 7. GENERAL INSURANCE AND WORKERS' COMPENSATION

The CONTRACTOR shall have and maintain in full force and effect for the duration of this Contract, adequate insurance coverage insuring against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the CONTRACTOR, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the CITY as to form and content. These requirements are subject to amendment or waiver if so, approved in writing by the CITY.

Minimum Limits of Insurance: CONTRACTOR shall maintain the following insurance policies with coverage and limits no less than:

7.1 Workers Compensation and Employers' Liability: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If CONTRACTOR is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, CONTRACTOR must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the CONTRACTOR shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the CONTRACTOR for the Local Government.

7.2 Commercial General Liability: \$1,000,000 (one million dollar) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operation, independent consultants and contractual liability (specifically

covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.

7.3 Commercial Automobile Liability (owned, non-owned, hired): \$1,000,000 (one million dollars) combined single limit per occurrence, \$2,000,000 (Two Million Dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

7.4 Professional Liability (if applicable): \$1,000,000 (One Million Dollars) limit Professional Liability policy for claims arising out of professional services and caused by the CONTRACTOR’s errors, omissions or negligent acts (required if any professional services will be provided).

7.5 Builders' Risk Insurance (if applicable): CONTRACTOR shall provide a Builder’s Risk Insurance Policy to be made payable to the CITY and CONTRACTOR, as their interests may appear. The policy amount shall be equal to 100% of the Maximum Contract Price, written on a Builder’s Risk “All Risk”, or its equivalent. The policy shall provide, or be endorsed to provide, as follows: “The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use ; and ii) Partial or complete occupancy by the CITY; and iii) Performance of Work in correction with construction operations insured by the CITY, by its agents or lessees, or other CONTRACTORS of the CITY or using agency.” The insurance coverage shall include extended coverage, and provide coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

7.6 Commercial Umbrella Liability: \$5,000,000 (Five Million Dollars) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers’ Liability and Professional Liability (if applicable),

7.7 Other Insurance Requirements: The CITY may include other insurance requirements, depending upon the type of project and scope of work to be covered in the Contract.

7.8 Insurance Certificate: The CONTRACTOR shall, prior to commencement of Work, cause to be issued a Certificate of Insurance to the CITY naming **Bartow** CITY as the Certificate Holder and Additional Insured for the duration of the Work to be performed. If higher limits of insurance are maintained by the CONTRACTOR than stated above, the CITY shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintain by the CONTRACTOR.

7.9 Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY in writing so that the CITY may ensure the financial solvency of the CONTRACTOR; self-insured retentions should be included on the certificate of insurance.

7.10 Additional Insured: The CITY and its elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually “Insured Party” and collectively “Insured Parties”) shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased, or used by the CONTRACTOR; automobiles owned, leased, hired, or bowered by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the CONTRACTOR to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

7.11 Primary Insurance Requirement: The CONTRACTOR’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the CONTRACTOR’s insurance and shall not contribute with it.

7.12 Reporting Requirement: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

7.13 Separate Coverage: Coverage shall state that the CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

7.14 Defense Costs/Cross Liability: Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

7.15 Subrogation: The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from World performed by the CONTRACTOR for the CITY.

7.16 Notice Requirement: Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be reduced, suspended, voided or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the CITY. In addition, CONTRACTOR shall provide written notice to the CITY at least thirty (30) days prior to any reduction, suspension, voiding or cancellation of coverage. The CITY reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

7.17 Starting and Ending Dates: Each insurance policy required by this Contract shall have concurrent starting and ending dates.

7.18 Incorporation of Indemnification Obligations: Policies shall include an endorsement incorporating the indemnification obligations assumed by the CONTRACTOR under the terms of this Contract.

7.19 Acceptability of Insurers: The insurance to be maintained by CONTRACTOR must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rate of Class VII or greater. The CONTRACTOR shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

7.20 Verification of Coverage: CONTRACTOR shall furnish to the CITY for approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Contract prior to the start of work. Without limiting the general scope of the requirement, CONTRACTOR is specifically required to provide an endorsement naming the CITY as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by CONTRACTOR's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time. The CONTRACTOR shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

7.21 Subcontractors: CONTRACTOR shall either (1) ensure that its insurance policies (as described herein) cover all Subcontractors and the Work performed by such Subcontractors or (2) ensure that any Subcontractors secures separate policies covering that Subcontractors and its Work. All coverage for Subcontractors shall be subject to all the requirements stated in this Contract, including but not limited to, naming the Insured Parties as additional insureds.

7.22 Claims-Made Policies: CONTRACTOR shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Contract, whichever is later, and have an effective date which is on or prior to the Effective Date.

7.23 Progress Payments: The making of progress payments to the CONTRACTOR shall not be construed as relieving the CONTRACTOR or its Subcontractors or insurance carriers from providing the coverage required in this Contract.

Article 8. HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Contract. The CONTRACTOR shall bear all losses and damages directly or indirectly resulting to it and/or the CITY on account of the performance or character of the Work rendered pursuant to this Contract. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the CITY and the CITY's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys

and volunteers (individually and “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by the CONTRACTOR or Subcontractor, or anyone for whose acts the CONTRACTOR or Subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the CONTRACTOR, its Subcontractor, anyone directly or indirectly employed by the CONTRACTOR or Subcontractor, or anyone for whose acts the CONTRACTOR or Subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend and hold harmless the indemnified Party(res) shall survive expiration or termination of this Contract, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Contract.

Article 9. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS

9.1 The CONTRACTOR shall comply with provisions of Title VI of the Civil Rights Act and shall not discriminate on the grounds of race, color, sex or national origin in the performance of this contract. The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by Section 21,5 of Title 49, Part 21, of the Code of Federal Regulations (the “Regulations”).

9.2 The CONTRACTOR agrees to comply with all provisions of the “Georgia Security and Immigration Compliance Act” (O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.) and the Immigration Reform and Control Act of 1986 (8 USC § 1621 (c)) and to provide the required documentation regarding said compliance, said documentation being attached hereto as “Exhibit B” and made a part of the official contract documents.

9.3 The CONTRACTOR agrees to comply with provisions of Federal Form FHWA-1273 and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all subcontracts for construction related to the project.

Article 10. WARRANTY

The CONTRACTOR warrants to the CITY and the Contract Administrator that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the CITY or modifications to the Work not executed by the CONTRACTOR or an employee/Subcontractor/Sub-Subcontractor thereof.

Except as may be otherwise specified or agreed, the CONTRACTOR shall replace or repair all defects in materials, equipment or workmanship appearing within 1 year(s) (the "Warranty Period") from the date of Final Completion at no additional cost to the CITY. Further, CONTRACTOR shall provide all maintenance services, including parts and labor, for year(s) (the "Maintenance Period") from the date of Final Completion at no additional cost to the CITY. An inspection shall be conducted by the CITY or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the CONTRACTOR. After the expiration of the Maintenance Period, the CITY shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the CONTRACTOR's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. The CITY may purchase additional maintenance services from the CONTRACTOR upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Article 11. PERFORMANCE AND PAYMENT BONDS

11.1 Performance Bond: A Performance Bond in an amount equal to 100% of the Contract Price in a form provided by the CITY shall be presented to the CITY by the CONTRACTOR and/or the CONTRACTOR's Surety. Said Surety Company must be licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570. Said Bond to be made a part of the Contract Document and incorporated herein as Exhibit "A".

11.2 Payment Bond: A Payment Bond in the amount of 100% of the Performance Bond in a form provided by the CITY shall be presented to the CITY by the CONTRACTOR and/or the CONTRACTOR's Surety Company. Said Surety Company must be licensed to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570. Said Bond to be made a part of the Contract Document and incorporated herein as Exhibit "B".

Article 12. GEORGIA FORESTRY PRODUCTS (when applicable)

In accordance with O.C.G.A. § 50-5-63, the CONTRACTOR or any Subcontractor, while performing the duties under this Contract, shall use Georgia forest products in the construction thereof, when forest products are to be used in the construction, addition, repair or renovation if Georgia forest products are available. However, this requirement does not apply when in conflict with federal rules and regulations concerning construction.

Article 13. EXCEPTION OR WAIVER

Any exception or waiver of these requirements shall be subject to review and approval from the Owner's Risk Manager.

Article 14. INDEPENDENT CONTRACTOR

14.1 CONTRACTOR hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent CONTRACTOR and not as the agent or employee of the CITY. Nothing in this Agreement shall be construed to make the CONTRACTOR or any of its employees, servants, or Subcontractors, an employee, servant or agent of the CITY for any purpose. CONTRACTOR agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; hiring instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters.

14.2 CONTRACTOR agrees to be solely responsible for its own acts and those of its subordinates, employees and Subcontractors during the life of this Agreement. There shall be no contractual relationship between any Subcontractor or supplier and the CITY by virtue of this Agreement with the CONTRACTOR. Any provisions of this Agreement that may appear to give the CITY the right to direct CONTRACTOR as to the details of the services to be performed by the CONTRACTOR or to exercise a measure of control over such services will be deemed to mean that the CONTRACTOR shall follow the directions of the CITY with regard to the results of such services only. It is further understood that this Agreement is not exclusive and the CITY may hire additional entities to perform the Work related to this Agreement.

14.3 Inasmuch as the CITY and the CONTRACTOR are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. CONTRACTOR agrees not to represent itself as the CITY's agent for any purpose to any party or to allow any employee of the CONTRACTOR to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. CONTRACTOR shall assume full liability for any contracts or agreements CONTRACTOR enters into on behalf of the CITY without the express knowledge and prior written consent of the CITY.

Article 15. AUTHORITY TO CONTRACT

The individual executing this Agreement on behalf of the CONTRACTOR covenants and declares that it has obtained all necessary approvals of CONTRACTOR's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind the CONTRACTOR to the terms of this Agreement, if applicable.

Article 16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Bartow CITYCounty, Georgia, and the CONTRACTOR submits to the jurisdiction and venue of such court.

Article 17. SEVERABILITY

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

Article 18. WAIVER OF AGREEMENT

No failure by the CITY to enforce any right or power granted under this Agreement, or to insist upon strict compliance by the CONTRACTOR with this Agreement, and no custom or practice of the CITY at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the CITY's right to demand exact and strict compliance by the CONTRACTOR with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

Article 19. MISCELLANEOUS

19.1 No assignment by the Parties hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

19.2 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 20. ACCOMPANYING DOCUMENTS

20.1 Performance Bond, identified as such
(consisting of 3 pages).

20.2 Payment Bond, identified as such
(consisting of 3 pages).

20.3 Notice to Bidders

20.4 Copy of CONTRACTOR'S Bid

20.5 Bid Bond

20.6 Notice of Award

20.7 Notice to Proceed

20.8 Change Order(s)

20.9 Addenda:

No. _____ Dated _____

20.10 Specifications

20.11 Standard General Conditions
(consisting of ____ pages).

20.12 Federal Form FHWA-1273

20.13 Plans/Drawings (if available)

There are no Contract Documents other than those listed above in this Article 20. The Contract Documents may only be altered, amended or repealed by a Modification signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to ~~Bartow~~ CITY and the CONTRACTOR. All portions of the Contract Documents have been signed or identified by the CITY and CONTRACTOR on their behalf.

ATTEST: CITY OF CARTERSVILLE
(Owner)

Julia Drake
Name (typed)

By:
Name Matt Santini
____ (typed or printed)

City Clerk
Title

Title _____
Address _____

ATTEST: _____

Signature Backbone Infrastructure, LLC
(CONTRACTOR)

Name (typed or printed)

Name: _____ (typed or printed)

(SEAL)