

**CITY OF DALTON
PARKS AND RECREATION DEPARTMENT
GENERAL CONSTRUCTION AGREEMENT**

THIS GENERAL CONSTRUCTION AGREEMENT is made and entered into on this 17th day of January 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Northwest Georgia Paving, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR desires to construct the project to the CITY's specifications; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. CONSTRUCTION SITE: The real property upon which the project shall be constructed is located on the project site located off of Chattanooga., Dalton, GA, 30720 hereinafter "subject property".

2. USE OF PROPERTY: CONTRACTOR shall have use and possession of the subject property to complete the project: The subject property shall be occupied and used in conformity with all laws, statutes, ordinances, rules, restrictions, and orders of any federal, state or municipal governments or agencies thereof having jurisdiction over the use of the subject property. The subject property shall be used for the construction of the subject project and related storage only and not for any other commercial operations. The storage of flammable liquids, gases, fuels, lubricating or waste oil, acids, paint, and solvents or, other dangerous materials is prohibited except that such materials may be kept and stored in proper receptacles and secured from access by the public at the subject property during construction as may be necessary for use in the operation of the CONTRACTOR for completion of the subject project. Any such substances shall be delivered in such amount and stored and used only as approved by the CITY and in accordance with applicable federal, state, and local statutes, ordinances, rules and regulations in force during the term of this Agreement.

3. PROJECT: The CONTRACTOR shall complete the project and perform the services specified in the Bid Package Submittal – Mill Creek Riverwalk – Phase II which is included herein by reference and the specifications provided in the CONTRACTOR's proposal attached hereto as Exhibit "A", hereinbefore and after "the project".

4. DATE OF COMMENCEMENT: The CONTRACTOR shall commence work on the project within ten (10) days after receipt of the dated Notice to Proceed.

5. DATE OF COMPLETION: The CONTRACTOR shall complete the project completed with 270 calendar days from the issuance of the Notice to Proceed.

6. CONTRACT SUM: The CITY shall pay to CONTRACTOR the lump sum of \$ 2,234,278.75 Dollars based on the unit pricing as per "Exhibit A" for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONTRACTOR for any additional work performed pursuant to any mutually agreed to change orders. All change orders shall be in writing and signed by both parties.

7. CONTRACT PENALTY: The CONTRACTOR shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONTRACTOR upon complete performance of the project and terms of this Agreement. CONTRACTOR shall provide to CITY an Affidavit from the CONTRACTOR stating the CONTRACTOR has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONTRACTOR. Payment shall be made via electronic funds transfer (EFT).

9. SURRENDER OF subject property: CONTRACTOR shall, no later than 5 days after completion of the project, surrender possession of the subject property and remove all vehicles, equipment, supplies, construction debris, waste and refuse from the subject property. CONTRACTOR shall reimburse CITY for the cost of removal of any such items remaining on the subject property after 5 days. CITY may have any such items stored at CONTRACTOR'S risk and expense. All personal property of CONTRACTOR, or SUBCONTRACTOR, remaining on the subject property or in possession of the CITY after 30 days shall be deemed abandoned by the CONTRACTOR, or the SUBCONTRACTOR, and may be disposed of by CITY without liability to CONTRACTOR, or SUBCONTRACTOR. All permanent improvements to the subject property shall become the Subject property of the CITY.

10. CITY COVENANTS: CITY covenants and agrees:

- (a) to provide all available information, data, reports, records and maps of or to which CITY has possession or control which are necessary for CONTRACTOR to perform the scope of services provided for herein;
- (b) to provide reasonable assistance and cooperation to CONTRACTOR in obtaining any information or documentation which are necessary for CONTRACTOR to perform the scope of services provided for herein;

- (c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Parks and Recreation Department;
 - (d) to permit access to the subject property and obtain permission to access necessary private property for CONTRACTOR to complete the scope of services;
 - (e) to provide reasonable assistance to CONTRACTOR in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
11. CONTRACTOR COVENANTS: CONTRACTOR covenants and agrees:
- (a) to perform the scope of services in a skilled, qualified, and professional manner, using that degree of care and skill ordinarily exercised by contractors practicing in the same or similar field;
 - (b) to use only employees and subcontractors qualified to complete the work with sufficient experience on same or substantially similar projects;
 - (c) to use only properly licensed employees or subcontractors for any work requiring a specialty, occupational, or professional license issued by the State of Georgia;
 - (d) to designate a representative authorized to act on the CONTRACTOR's behalf with respect to the project.
 - (e) to use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONTRACTOR's ability to complete the scope of services or other terms of this Agreement;
 - (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONTRACTOR, its employees, agents, subcontractors, or invitees;
 - (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONTRACTOR upon completion of the project, and require all SUBCONTRACTOR's to do the same unless otherwise permitted by the

CITY;

- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONTRACTOR's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.
- (o) to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;
- (p) to permit CITY and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project;
- (q) to use only new materials appropriate for completion of the project;

12. INDEMNITY: CONTRACTOR shall indemnify CITY from and hold CITY harmless against all claims, demands, and judgments for loss, damage, or injury to person or property, resulting from or incurring by reason of CONTRACTOR'S use and occupancy or non-occupancy of the subject property or by the negligence or willful acts of CONTRACTOR, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY does not indemnify or hold harmless CONTRACTOR for any claims arising from the actions or omissions of CONTRACTOR or any third party.

Additionally, CONTRACTOR agrees that all personal property that may be at any time at the subject property shall be at CONTRACTOR's sole risk or at the risk of those claiming

through CONTRACTOR and that CITY shall not be liable for any damage to or loss of such personal Subject property except if arising from or caused by the sole fault or negligence of CITY.

13. INSURANCE: CONTRACTOR agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton. CONTRACTOR shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONTRACTOR shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Property Coverage or Builder's Risk Coverage - Property Coverage or Builder's Risk policy with a minimum equal to or greater than the existing building value for renovations, equal to or greater than the total cost of construction per contract for new construction, and equal to or greater than the existing building value being renovated plus the total cost of new construction per contract for mixed renovation and new construction.

14. ASSIGNMENT: CONTRACTOR may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTORS: The CONTRACTOR shall provide written notice to CITY of CONTRACTOR'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator/Andrew Parker
300 W Waugh Street
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONTRACTOR shall be mailed to: Northwest Georgia Paving, Inc.
ATTN: Russell Smith
PO Box 578
Calhoun, GA, 30703

When so mailed, the notice shall be deemed to have been given as of the third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: This Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONTRACTOR'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service-related documents shall be the sole property of the CITY. The CONTRACTOR shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONTRACTOR. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONTRACTOR shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.

20. TERMINATION OF CONTRACT: In the event that CONTRACTOR defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement, CITY shall provide written notice to CONTRACTOR of any default and provide CONTRACTOR ten (10) days to correct said default or deficiency.

21. WARRANTY: CONTRACTOR shall provide to CITY a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of two (2) years from the date of completion in addition to any additional warranty provided in Section 3 - Project description. Within ten days of completion of the terms of the Agreement, CONTRACTOR shall provide to CITY all original warranty documents from any third party.

22. BONDS: CONTRACTOR shall provide and maintain the types and amounts of bonds as required by the City of Dalton Bid Package for Mill Creek RiverWalk – Phase II.

23. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONTRACTOR shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) TIME IS OF THE ESSENCE. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONTRACTOR, then CONTRACTOR shall pay to CITY an amount equal to fifteen percent (15%) of the contract sum as attorneys' fees, if the CITY is the prevailing party.

(h) Confidentiality. All information and documentation regarding the project and the CONTRACTOR's services shall be maintained in confidence and shall not be disclosed to any third party by CONTRACTOR, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONTRACTOR shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONTRACTOR pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

(Signatures on the NEXT page.)

CONTRACTOR:

CONTRACTOR:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

Exhibit "A"

ADVERTISEMENT FOR BID

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30720 until TUESDAY, NOVEMBER 15, 2022 AT 9 AM for the furnishing of all materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled: MILL CREEK RIVERWALK – PHASE II

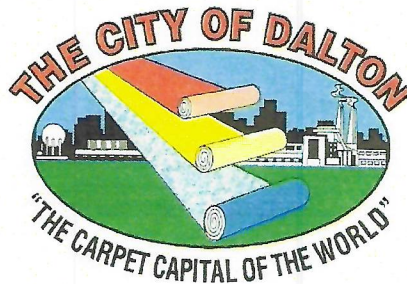
Construction of a 6,369 lineal feet, 8 foot wide asphalt multi-use trail along the City of Dalton property and permanent easement in Dalton, Georgia (“Project”) with a bid alternate of a 1,647 lineal feet, 8 foot wide asphalt multi-use trail along the City of Dalton property and permanent easement in Dalton, Georgia (“Alternate”). The project will require the contractor to construct an asphalt trail, an asphalt parking lot, gravity walls, gabion walls, a timber boardwalk, drainage structures and fencing with an access gate. The bid alternate will require an asphalt trail and a pre-engineered bridge. The project begins at the Eagle Scout Trail Head located at 1027 Chattanooga Avenue, Dalton, Georgia 30720 and will end at a tie in to a gravel utility drive in Haig Mill Lake Park located at 161 Shiloh Way, Dalton, Georgia 30720.

Invitation to Bid	
Bidder’s sealed envelope shall be marked with the following information:	
Optional Pre-Bid Conference will be held at Dalton City Hall, Second Floor Conference Room: 300 W. Waugh Street Dalton, GA, 30720	Wednesday, November 2, 2022 at 2 pm
Deadline for clarifications and questions. All questions must be emailed to Allen Peterfreund, PE, allen.peterfreund@acp-ga.com	Tuesday, November 22 by 12:00 pm
Clarifications and questions will be posted on the City of Dalton’s Website: (https://www.daltonga.gov) as needed.	
Deadline for bid: Submittals delivered in person or mailed. Submit 4 Copies. Dalton City Hall, City Finance Department, 300 West Waugh Street, Dalton, Georgia, 30720	Tuesday, November 29, 2022 at 2:00 pm (bids will be read aloud at 2:05 pm in the Dalton City Hall First Floor Conference Room)

BID PACKAGE SUBMITTAL

(First Page of Submittal on Top)

MILL CREEK RIVERWALK – PHASE II



City of Dalton, Georgia

BID DATE November 29, 2022 at 2:00 PM

Base Bid Grand Total \$ 1,674,818.00 (in figures)

§ One million six hundred seventy-four thousand eight hundred eighteen and 00/100 (Total Cost in Words)

Bid Alternate Grand Total \$ 559,460.75 (in figures)

§ Five hundred fifty-nine thousand four hundred sixty and 75/100 (Total Cost in Words)

THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME: Northwest Georgia Paving, Inc.	Bid Pricing Duration (60 days) DATE: November 29, 2022
MAILING ADDRESS: P.O. Box 578	PHONE: 706-629-8255
CITY: Calhoun	FEDERAL TAX ID: 58-0836870
STATE: Georgia	ZIP: 30703
EMAIL: broberts@nwgpinc.com	TITLE OF AUTHORIZED REPRESENTATIVE: President
PRINTED NAME: Russell Smith	AUTHORIZED SIGNATURE:

BID PACKAGE
MILL CREEK RIVERWALK – PHASE II
City of Dalton, Georgia

SUBMITTAL CHECKLIST
(Page 2 of Your Submittal)

1. Please use the following checklist to verify that all required information is included in your bid.
2. It is the sole responsibility of each bidder to ensure that their bid is inclusive of all Submittals outlined below or elsewhere in this ITB.
3. **Failure to submit any of the items below may cause rejection of the Bid**
4. Contractor shall submit **Four (4) Copies** of the Bid Package Submittal.
5. The City will not consider any bid that does not include completed **Illegal Immigration Reform and Enforcement Act Affidavit Form(s)**.

DOCUMENTATION DESCRIPTION	INITIAL IF INCLUDED
1. BID PACKAGE SUBMITTAL (SUBMIT AS COVERSHEET OF BID)	lt
2. SUBMIT CHECKLIST (THIS FORM)	lt
3. ADDENDA (IF APPLICABLE)	lt
4. COMPLETED AND APPROVED VENDOR PACKET	NWGP, Inc. is an approved vendor.
A. W-9 FORM	
B. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT	
C. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – SUBCONTRACTOR AFFIDAVIT	
D. INSURANCE AFFIDAVIT	
5. BID BOND	lt
6. BID PROPOSAL	lt
7. CONTRACT	lt
8. CONTRACTOR AFFIDAVIT AND AGREEMENT	lt

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: November 4, 2022

BID DATE: November 29, 2022

BID TIME: 2:00 PM

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" in section 3 of bid proposal.

INTERPRETATIONS:

1. *Please provide CADD files for the existing ground, proposed ground and linework*

CADD files have been posted with Addendum 1. See link below:

<https://app.box.com/s/85r63vg62teu7rhdt36hb01d4s0abhvw>

2. *Can the bid date be moved out to a later date?*

Bid date has been moved to November 29, 2022.

3. *Can the deadline for questions be moved out to a later date?*

Bid date has been moved to November 22, 2022.

ADDITIONAL INFORMATION:

1. *The City of Dalton is providing a map with Addendum 1 showing project access points. Follow link to view: <https://app.box.com/s/85r63vg62teu7rhdt36hb01d4s0abhvw>*

BY:

**Caitlin Sharpe
Parks and Recreation Director**

4. CITY OF DALTON VENDOR PACKET

Bidder shall complete the City of Dalton Vendor Packet and be an approved Active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://daltonga.gov/finance/page/vendor-packets>

- A. W-9 FORM
- B. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT
- C. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – SUBCONTRACTOR AFFIDAVIT
- D. INSURANCE AFFIDAVIT



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207867-016007

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Peppers, Brian E. Madden, Brittany L. Triplett, Deborah B. Sasser, Elizabeth M. White, Felisa H. Vaughan, Josh Bridges, Rachel Fell

all of the city of Alpharetta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of April, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of April, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

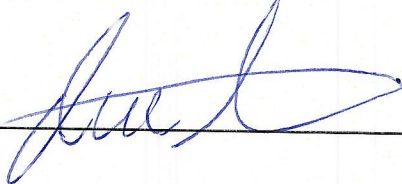
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of November, 2022.



By: Renee C. Llewellyn, Assistant Secretary

3. ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated November 4, 2022 , Signature 
2. Addendum No. 2, dated _____ , Signature _____
3. Addendum No. 3, dated _____ , Signature _____
4. Addendum No. 4, dated _____ , Signature _____
5. Addendum No. 5, dated _____ , Signature _____

BID BOND (Continued), page 2 of 2

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

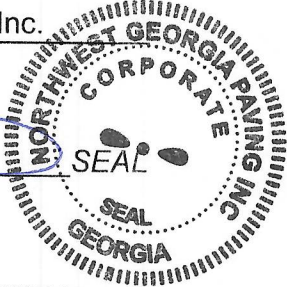
Anna Barney

Witness As To Principal

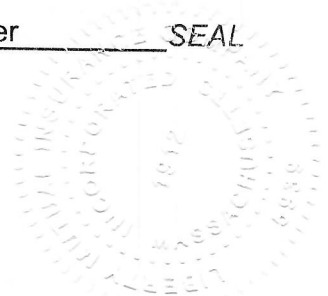
Lisa M. Smith

Witness As To Principal *Surety*
Lisa M. Smith

Northwest Georgia Paving, Inc.
Principal

By *[Signature]* _____


Liberty Mutual Insurance Company
Surety

By *Deborah B. Sasser* _____


By Deborah B. Sasser _____ SEAL
Attorney-in-Fact

BID PROPOSAL

Place Calhoun, Georgia

Date November 29, 2022

Proposal of Northwest Georgia Paving, Inc. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Calhoun State of Georgia and County of Gordon, * an individual, a corporation, or a partnership doing business as a corporation

TO: CITY OF DALTON, GEORGIA
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of **MILL CREEK RIVERWALK – PHASE II** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder 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 be complete within 180 calendar days of dated NTP. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

Addendum No. 001 - 11/04/2022

* Strike out inapplicable terms

5. **BID BOND**, page 1 of 2

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, and undersigned _____
Northwest Georgia Paving, Inc.

of the City of Calhoun State of Georgia and County of Gordon

as Principal and Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as Owner 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 15th day of November, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF DALTON, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the project entitled:

MILL CREEK RIVERWALK – PHASE II

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (*properly completed 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 materials 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.

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 Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

BID PROPOSAL (Continued), page 2 of 3

Amount shall be shown in figures

SEE FOLLOWING PAGES FOR BID PROPOSAL FORMS.

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

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

Attached hereto is a bid bond or certified check on the 29th of November 2022 in the amount of Five Percent (5%) of Principal's Bid according to conditions under "Information For Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

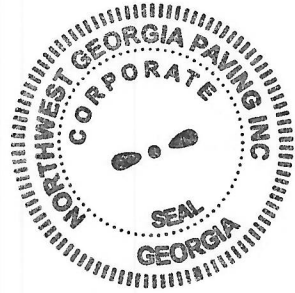
Russell Smith - 501 W. May Street, Calhoun, GA 30701

BID PROPOSAL (Continued), page 3 of 3

Date at:

Calhoun, GA

The 29th day of November, 2022



Northwest Georgia Paving, Inc.
Principal

By  SEAL

CITY OF DALTON
MILL CREEK RIVERWALK – PHASE II
BID FORMS

Bidders are cautioned that the quantities provided in Bid Item List are estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period.

Contractor shall perform their own quantity take offs for each Bid Item that includes all costs necessary to perform work. Any deviations in existing conditions that are not shown on the plans shall be brought to the attention of the Engineer of Record. Any Bid Item that is not listed in the Bid Item List but is shown on the Plan Documents shall be described and noted in the "Miscellaneous items" in the Base Bid List.

A unit price for each item offered shall be entered on the Bid Item List for each line item, and such price shall include total cost unless otherwise specified.

Bid Item 999-0001 (MONITORING, NOI, NOT, RECORD KEEPING & REPORTING NPDES to GA EPD) - A NOI is required for this project, and is the responsibility of the contractor to submit to the EPD. The Contractor shall file the NOI as the operator. The City will NOT be party to the NOI. A GSWCC certified personnel Blue Card holder must be present on site at all times to represent the contractor.

BASE BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
TRAIL – SECTION 1					
999-0001	MONITORING, NOI, NOT, RECORD KEEPING & REPORTING NPDES to GA EPD	LS	LUMP	6,600.00	6,600.00
210-0100	GRADING COMPLETE -	LS	LUMP	735,000.00	735,000.00
206-0002	BORROW EXCAV, INCL MATL	CY	300	75.00	22,500.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	1324	80.00	105,920.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	640	150.00	96,000.00
441-0600	CONC HEADWALLS	CY	7	3,500.00	24,500.00
550-1120	STORM DRAIN PIPE, 12 IN, H 1-10	LF	118	210.00	24,780.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	36	375.00	13,500.00
550-1360	STORM DRAIN PIPE, 36 IN, H 1-10	LF	19	335.00	6,365.00
550-3000	ELLIPTICAL PIPE -	LF	56	310.00	17,360.00
550-3100	ELLIPTICAL SAFETY END SECTION -	EA	2	2,500.00	5,000.00
550-4212	FLARED END SECTION 12 IN, STORM DRAIN	EA	14	1,100.00	15,400.00
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	EA	1	2,500.00	2,500.00
550-4236	FLARED END SECTION 36 IN, STORM DRAIN	EA	2	3,800.00	7,600.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	144	85.00	12,240.00
603-7000	PLASTIC FILTER FABRIC	SY	369	9.00	3,321.00
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	225	100.00	22,500.00
643-1132	CH LK FENCE, ZC COAT, 4 FT, 9 GA	LF	1498	24.00	35,952.00
TOTAL ON SECTION 1					1,157,038.00

High Cost
 9 Mar 2014 10:00 AM

PERMANENT EROSION CONTROL – SECTION 2					
700-6910	PERMANENT GRASSING	AC	2	2,500.00	5,000.00
700-7000	AGRICULTURAL LIME	TN	6	300.00	1,800.00
700-8000	FERTILIZER MIXED GRADE	TN	3	750.00	2,250.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	100	12.00	1,200.00
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1	7,700.00	7,700.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	1475	3.50	5,162.50
TOTAL ON SECTION 2					23,112.50
TEMPORARY EROSION CONTROL – SECTION 3					
163-0232	TEMPORARY GRASSING	AC	1	3,500.00	3,500.00
163-0240	MULCH	TN	55	390.00	21,450.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	2	3,500.00	7,000.00
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	8	1,500.00	12,000.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	500	13.00	6,500.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	1590	0.25	397.50
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	3604	0.25	901.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	250	10.00	2,500.00
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	8	150.00	1,200.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2	1,000.00	2,000.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	1,000.00	1,000.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	4	1,000.00	4,000.00
167-1500	WATER QUALITY INSPECTIONS	MO	12	775.00	9,300.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	3180	13.00	41,340.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	7208	13.00	93,704.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	4855	8.00	38,840.00
TOTAL ON SECTION 3					245,632.50

SIGNING AND MARKING – SECTION 4					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	32	22.00	704.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	8	22.00	176.00
636-2070	GALV STEEL POSTS, TP 7	LF	204	10.00	2,040.00
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	171	8.00	1,368.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	LF	8	15.00	120.00
TOTAL ON SECTION 4					4,408.00
RETAINING WALLS – SECTION 5					
999-0045	GABION WALL	SF	180	165.00	29,700.00
500-3201	CLASS B CONCRETE, RETAINING WALL	CY	54	3,100.00	167,400.00
TOTAL ON SECTION 5					197,100.00
BOARDWALK – SECTION 6					
502-1200	BRIDGE TIMBER, TREATED	MBM	2.2	5.00	11.00
502-1400	PLASTIC BRIDGE TIMBER	MBM	3.6	5.00	18.00
500-3002	CLASS AA CONCRETE	CY	2	10,500.00	21,000.00 *
511-1000	BAR REINF STEEL	LB	110	10.00	1,100.00
520-2500	PILING, TIMBER - TREATED	LF	747	34.00	25,398.00
TOTAL ON SECTION 6					47,527.00

BASE BID - TOTALS PER SECTION		
1	TRAIL	1,157,038.00
2	PERMANENT EROSION CONTROL	23,112.50
3	TEMPORARY EROSION CONTROL	245,632.50
4	SIGNING AND MARKING	4,408.00
5	RETAINING WALLS	197,100.00
6	BOARDWALK	47,527.00
TOTAL ESTIMATED CONSTRUCTION COST		1,674,818.00

SEE BID ALTERNATE (NEXT PAGE)

BID ALTERNATE BID FORM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
TRAIL – SECTION 1					
210-0100	GRADING COMPLETE -	LS	LUMP	165,000.00	165,000.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	322	80.00	25,760.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	156	180.00	28,080.00
515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	LF	64	165.00	10,560.00
TOTAL ON SECTION 1					229,400.00
PERMANENT EROSION CONTROL – SECTION 2					
700-6910	PERMANENT GRASSING	AC	1	2,800.00	2,800.00
700-7000	AGRICULTURAL LIME	TN	1	280.00	280.00
700-8000	FERTILIZER MIXED GRADE	TN	1	775.00	775.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	25	12.00	300.00
700-9400	NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1	8,500.00	8,500.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	53	3.00	159.00
TOTAL ON SECTION 2					12,814.00
TEMPORARY EROSION CONTROL – SECTION 3					
163-0232	TEMPORARY GRASSING	AC	1	3,500.00	3,500.00
163-0240	MULCH	TN	8	380.00	3,040.00
163-0300	CONSTRUCTION EXIT	EA	1	2,500.00	2,500.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	1743	0.25	435.75
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	500.00	500.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1	1,000.00	1,000.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	4	850.00	3,400.00
167-1500	WATER QUALITY INSPECTIONS	MO	12	775.00	9,300.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	3485	11.00	38,335.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	1684	10.00	16,840.00
TOTAL ON SECTION 3					78,850.75

SIGNING AND MARKING – SECTION 4					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	16	20.00	320.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	3.2	20.00	64.00
636-2070	GALV STEEL POSTS, TP 7	LF	108	10.00	1,080.00
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	LF	8	21.00	168.00
				TOTAL ON SECTION 4	1,632.00
PEDESTRIAN BRIDGE – SECTION 5					
207-0203	FOUND BKFILL MATL, TP II	CY	9	650.00	5,850.00
500-3002	CLASS AA CONCRETE	CY	15	3,800.00	57,000.00
511-1000	BAR REINF STEEL	LB	2754	1.00	2,754.00
534-1000	PEDESTRIAN OVERPASS BRIDGE, STA	LS	1	155,000.00	155,000.00
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	101	115.00	11,615.00
603-7000	PLASTIC FILTER FABRIC	SY	101	45.00	4,545.00
				TOTAL ON SECTION 5	236,764.00

BID ALTERNATE - TOTALS PER SECTION		
1	TRAIL	229,400.00
2	TEMPORARY EROSION CONTROL	12,814.00
3	PERMANENT EROSION CONTROL	78,850.75
4	SIGNING AND MARKING	1,632.00
5	PEDESTRIAN BRIDGE	236,764.00
TOTAL ESTIMATED CONSTRUCTION COST		559,460.75

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON


VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

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

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

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

FURTHER AFFIANT SAYETH NOT.



BY: Authorized Officer or Agent
Northwest Georgia Paving, Inc.

11/29/2022

Date

03/31/2008

Authorization Date for EEV Program
110560

Employment Eligibility (EEV) #

Contractor Name

President

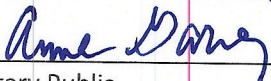
Title of Authorized Officer or Agent of Contractor

Russell Smith

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

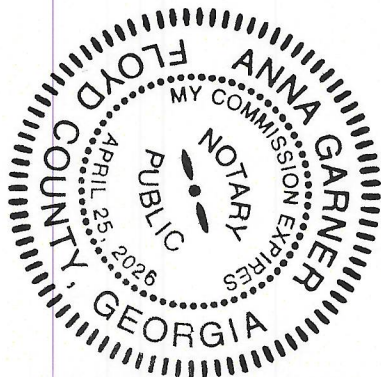
This 29th day of November, 2022



Notary Public

My Commission Expires: 4/25/24

*MUST BE NOTARIZED



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

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NORTHWEST GEORGIA PAVING, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 501 W. MAY STREET	Requester's name and address (optional)
6 City, state, and ZIP code CALHOUN, GA 30701	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	8	-	0	8	3	6	8	7	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>11/29/22</u>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

WORKERS' COMPENSATION INSURANCE AFFIDAVIT

Vendor/Contractor Name: Northwest Georgia Paving, Inc. **Vendor Number:** _____

Address: 501 W. May Street, Calhoun, GA 30701

Contact: Lisa Callaway **Phone No.:** 706-629-8255

Vendor/Contractor is: (check the appropriate box)

1. An employer that employs two or more persons, part-time or full-time.
2. A sole proprietor with no employees*
3. A sole proprietor with two employees who has filed a Form WC-10 with contractor's insurance company making election to be included as an employee for workers' compensation purposes.
4. A partnership of less than three partners and no employees.
5. A partnership with less than three employees but whose combined total of employees and partners includes three or more persons and the partners have filed a Form WC-10 with contractor's insurance company making election to be included as an employee for workers' compensation purposes.
6. A corporation or limited liability company with less than three employees but whose combined total of employees, officers and/or members includes three or more persons.

If box Nos. 1, 3, 5, or 6 was checked above, please fill out the following insurance information:

Workers Compensation Insurance Company
Name: NW GA Paving Inc

Workers Compensation Insurance Policy No. WCC-Z51-292215-032

Expiration Date 05/01/2023

If self-insured, SBWC ID# _____

By executing this affidavit, the undersigned verifies that the information supplied above is true and correct.

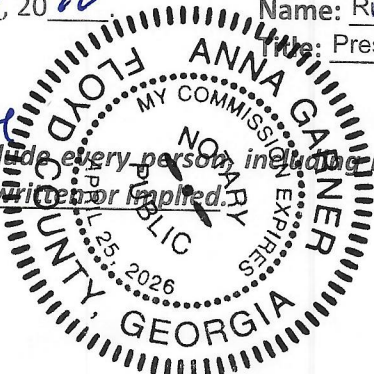
Sworn to this 29th day of November 20 22

Subscribed and sworn before me,
on this 29th day of November, 20 22

Signature: [Signature]
Name: Russell Smith
Title: President

Anne Garney
Notary Public exp. 4/25/24

* "Employee" shall include every person, including minors, working full-time or part-time under a contract of hire, written or implied.





NWGAPAV-01

DPENNINGTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advanced Insurance Strategies, LLC P.O. Box 709 Dalton, GA 30722	CONTACT NAME: David Pennington
	PHONE (A/C, No, Ext): (706) 226-0186 2332 FAX (A/C, No): (706) 226-0178
	E-MAIL ADDRESS: dpennington@ais-ins.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Liberty Mutual Insurance NAIC # 23043
INSURED NW GA Paving Inc P.O. Box 578 Calhoun, GA 30703	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TB6-Z51-292215-022	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: General Aggregate							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS6-Z51-292215-012	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			TH7-Z51-292215-042	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	DED \$ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC-Z51-292215-032	5/1/2022	5/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General liability additional insured including completed operations LC2058(01-17). General liability waiver of subrogation LC0443(01-17). The coverage afforded the Additional insured shall be primary and non-contributory to any insurance of the Additional Insured. Automobile blanket additional insured AC8423(08-11). Automobile blanket waiver of subrogation AC8407(11-17). WC000313 Workers comp blanket waiver of subrogation. Blanket 30 day notice of cancellation AC8407 (11-17). Umbrella follows form. All policies are endorsed to provide a 30 written notice of cancellation to Additional Insureds prior to cancellation.

Project: MILL CREEK RIVERWALK - PHASE II

CERTIFICATE HOLDER

CANCELLATION

City of Dalton
300 West Waugh St.
Dalton, GA 30720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

7. **CONTRACT**, page 1 of 2

THIS AGREEMENT made this the _____ day of _____, _____, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",

and _____

a contractor doing business as an individual, a partnership, or a corporation* of the City

of _____, County of _____, and State of _____

hereinafter 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 to commence and complete the construction of the project entitled:

MILL CREEK RIVERWALK – PHASE II

hereinafter called the "Project", for the base bid sum of _____ Dollars and optional bid alternate sum of _____ dollars and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at his (*its or their*) own proper cost and expense to furnish all 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, the General Conditions of the Contract, the specifications and contract documents therefore as prepared by the Owner and as enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively 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. The Contractor further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

City Clerk

Witness

ATTEST:

Secretary

Witness

CITY OF DALTON, GEORGIA

By: _____ SEAL

Title

CITY OF DALTON, GEORGIA

By: _____ SEAL

Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest. Give proper title of each person executing contract.

8. CONTRACTOR AFFIDAVIT AND AGREEMENT

EXHIBIT A
CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with City of Dalton has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10- 91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

110560
EEV/Basic Pilot Program* User Identification Number

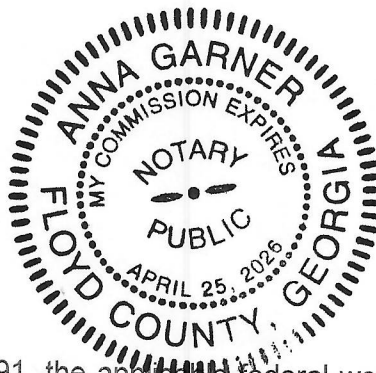
[Signature]
BY: Authorized Officer or Agent (Contractor Name) 11/29/2022
Date

President
Title of Authorized Officer or Agent of Contractor

Russell Smith
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF November, 2022

[Signature]
Notary Public
My Commission Expires:
exp. 4/25/24



* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the

U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

APPENDIX I – EXAMPLE BONDS

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

MILL CREEK RIVERWALK – PHASE II

SURETY (*Name and Principal place of Business*):

BOND:

Date: _____

Amount: _____

Bond Number: _____

EXAMPLE CONSTRUCTION PAYMENT BOND (Continued), page 2 of 4

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

EXAMPLE CONSTRUCTION PAYMENT BOND (Continued), page 3 of 4

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Company: _____

_____ (Corp. Seal)

_____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

OWNER *(Name and Address):*

CITY OF DALTON
P.O. BOX 1205
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: _____
Amount: _____

Description *(Name and location):*

MILL CREEK RIVERWALK – PHASE II

SURETY *(Name and Principal place of Business):*

BOND:

Date: _____
Amount: _____
Bond Number: _____

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 2 of 4

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 3 of 4

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

EXAMPLE CONSTRUCTION PERFORMANCE BOND, page 4 of 4

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
_____ (Corp. Seal)

Company: _____
_____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____