



Where Community Connects

STOCKBRIDGE

CITY COUNCIL

Mayor

Anthony Ford

Mayor Pro Tem Elton Alexander

Councilwoman Yolanda Barber

Councilman John Blount

Councilwoman LaKeisha Gantt

Councilman Alphonso Thomas

CITY MANAGER

Randy Knighton

CITY CLERK

Vanessa Holiday

CITY TREASURER

John Wiggins

CITY ATTORNEY

Quinton G. Washington

Jeremy T. Berry

**Council Meeting
Agenda
May 10, 2021 6:00 PM**



Stockbridge City Hall

4640 N. Henry Blvd.

Stockbridge, GA 30281

Website: www.cityofstockbridge.com

Phone: 770-389-7900

Fax: 770-389-7912



AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

MONDAY, MAY 10, 2021 6:00 PM

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton G. Washington, City Attorney
Jeremy T. Berry, City Attorney

ZOOM INFORMATION-

<https://us02web.zoom.us/j/82836070083?pwd=VzF5VVFUOWIUVnMrMi90STV1ZGxNdz09>
Passcode: 651320

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

- 1 Draft Minutes of 3/8/2021
- 2 Draft Minutes of 3/30/2021

PUBLIC COMMENTS-All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at:
<https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes

and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted.

CEREMONIAL- Proclamation for the following: Asian-American Pacific Islander Heritage Month, National Day of Prayer and Annual Municipal Clerk Week

NEW BUSINESS

- 3 Council Consideration to approve the Development Agreement to complete requirements for Rezoning Case #OR03-15 for property located at 438 East Atlanta Rd. Stockbridge, GA - Presented by: Randy Knighton, Brecca Johnson
- 4 Council Consideration to approve the 2021-2022 renewal of the City's Liability Insurance Policy

- Presented by: Randy Knighton, Chris C. Walker- Sr. VP - Marsh & McLennan Agency
- 5 Council Consideration to approve WWTP Improvements Project Change Order No. 3 in the amount of \$302,800.00. - Presented by: Decius Aaron, Brad Holtsinger
- 6 Council consideration to install surveillance cameras and burglar alarm at the WWTP in the amount of \$25, 606.13 and an Annual Monitoring Fee of \$3,249.29
Funding Source: Waste Water Fund Balance - Presented by: Decius Aaron
- 7 REQUEST FOR PROPOSAL (RFP) NUMBER RFP No. 2019 - 0002P – Office, Computer and Educational Furniture - Presented by: Lindell Miller, Decius Aaron
- 8 Council Consideration to approve Invitation To Bid (ITB) 2021-0001, City of Stockbridge LMIG (Local Maintenance Improvements Grant) 2021 Program for Roads and Resurfacing awarded to East Coast Grading, Inc.
Funding Source: SPLOST V \$1,002,387.88; GDOT \$260,854.32 for a total amount of \$1,263,242.00 - Presented by: Lindell Miller, Decius Aaron
- 9 REQUEST FOR QUOTE (RFQ) NUMBER: 2021-0001E, LINK MEDIA OUTDOOR - Presented by: Lindell Miller, CieCie McGhee

COUNCIL DISCUSSION

- 10 Cultural Arts Center

MAYOR'S COMMENTS (Mayor Anthony Ford)

ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS- CITY OFFICES WILL BE CLOSED MONDAY, MAY 31ST IN OBSERVANCE OF MEMORIAL DAY. CITY EVENT - Please join the City of Stockbridge for a Virtual Memorial Day Musical Tribute and Remembrance - Monday, May 31, 2021 at 8:00 p.m. UPCOMING MEETINGS & ANNOUNCEMENTS: Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates. ☐ Main Street Advisory Board Meeting, at

9:00 a.m. Via Zoom - 2nd Friday of each month (May 14) □ Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month (May 18) □ Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month (May 18) □ City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted. (May 25) □ Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month (May27) □ City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month. (June 14)

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



COUNCIL MEETING SUMMARY MINUTES

MONDAY, MARCH 8, 2021 6:00 P.M.

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

Randy Knighton, City Manager
Vanessa Holiday, City Clerk
John Wiggins, City Treasurer
Quinton Washington, City Attorney

Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Councilwoman Gantt

Pledge of Allegiance was recited all in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present for the roll call.

Councilwoman Gantt motioned to adopt the Agenda as printed: Second by Councilman Blount. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to approve the Minutes for the following meetings: Second by Councilman Blount. The motion passed 5-0.

1. 1/11/2021
2. 1/15/2021
3. 1/26/2021

CEREMONIAL

Mayor Ford read the 2021 Proclamation for Women's History Month.

PUBLIC COMMENTS

All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at:

<https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted. None

PUBLIC HEARING

4. Council Consideration to approve the Final Adoption of the 2020-2025 Short-Term Work Program & Capital Improvement Element (STWP/CIE).

Presented by Randy Knighton, City Manager

Mr. Knighton noted the Council approved the report in January with the Department of Community Affairs reviewing and approving noting one item that was transposed. Mr. Knighton further noted there was a project name that was not mentioned but funds where available, the DCA asked the City to make the changes and submit for approval.

Public Hearing Opened

No Speakers in Favor

No Speakers Opposed

Public Hearing Closed

Councilwoman Gantt motioned to approve the Final Adoption of the 2020-2025 Short-Term Work Program & Capital Improvement Element (STWP/CIE); Second by Councilwoman Barber. The motion passed 5-0.

5. Council Consideration to approve Rezoning Case #RZ-2020-02.

Applicant Neil Koelbl requests the rezoning of certain property from RA (Residential-Agricultural District) to R-3 (Single-Family Residential District) to allow for the development of a single-family residential subdivision. The property is located in Land Lot 29 of District 7 within the Stockbridge City Limits, along the southeast corner of Brannan Road and North Salem Drive. It contains 73.71 total acres, which previously consisted of five parcels. The Planning Commission approved the recombination of the five parcels to form just one parcel at its last meeting on December 17, 2020. This occurred via Recombination Plat Case #RC-2020-03, which had the same applicant as this rezoning case. For the record, the parcels were as follows:

- 732 Brannan Road—Parcel #088-02049000
- 664 Brannan Road—Parcel #088-02050000
- 618 Brannan Road—Parcel #088-02051000
- Large parcel on Brannan Road—Parcel #088-02049005
- Small parcel on North Salem Drive—Parcel #088-02045000

Presented by Linda Logan, Senior Planner

Ms. Logan presented the Staff Report noting the signs were properly posted and advertised, referenced two private community meetings held by the developer; and recommended approval for the proposed Liberty Communities 139-home development to be called the Reserve@ Hickory

Hills; noted the existing cell tower would remain and noted Planning Commission recommended denial.

Councilwoman Barber recommended sidewalks on both sides of the streets.

Attorney Michele Battle, who represents the applicant, referenced two community meetings that were held, noted the number of homes was reduced from 147 to 139, increased lot sizes, proposed 2000 sq. ft. homes with 20 feet between the homes; 41 lots will be 12,000 sq. ft., 20 lots will be 12,000 – 13,000 sq. ft., 28 lots will be 13,000 – 15,000 sq. ft. and 50 units will be 15,000 sq. ft. and above; and 15% of the homes have side entry garages; noted the amenities of two fire pits, pavilion and clubhouse space, and presented a picture of the proposed pool; noted the homes will be 4-sided brick, noted sidewalks along Brannan Rd. with a subdivision monument and plantings and made comparisons to the Clark Meadows subdivision (PTD R2/R3) approved by the City of Stockbridge and requested approval for the proposed Rezoning to R3.

Mayor Pro Tem Alexander recommended a condition to increase the house size to minimum 2500 sq. ft.

Attorney Battle suggested an average house size of 2500 sq. ft. and not a minimum to allow for homeowners to implement upgrades.

Mr. Marc Acampora, a 30-year Professional Traffic Engineer with an expertise in Traffic Studies presented a Traffic Impact Study noting proposed residential development studies are performed weekdays from 7am – 9am and 4pm – 6pm with 15-minute intervals; potential shopping center studies are performed on Saturday, and potential church studies are performed on Sunday. Mr. Acampora noted he included Henry County DOT data and adjusted his report taking into consideration the pandemic and considered the traffic patterns to be low to moderate.

Mayor Ford, Councilman Blount and Councilwoman Gantt expressed concerns that the survey did not include weekend traffic.

Councilwoman Gantt asked for clarification on the (Planned Town Development) PTD – R2/R3 development used for Clark Meadows.

Ms. Logan noted Clark Meadows was developed with the PTD designated and has been discontinued by the City.

Neil Koelbl noted the trend of development is to build outdoor meetings spaces with social distance in mind for gatherings.

Mayor Pro Tem Alexander recommended a condition to increase the clubhouse capacity.

Councilwoman Gantt asked for clarification for on the street parking concerns.

Mr. Steve Moore and Mr. Neil Koelbl confirmed the driveway and garage have room for up to eight (8) cars.

Councilwoman Gantt, Councilman Blount and Councilman Thomas agreed the City is open for business; noted the many concerns that were submitted by citizens and that the Council must reach a decision in the best interest of the City, collectively, and grow the City smartly.

Public Hearing was opened.

Speakers in Favor citing a lack of inventory of homes in Stockbridge, impressive amenities, lot sizes are larger than neighboring communities, development is aesthetically pleasing, welcomes new home and growth, county will see an increase in revenue via taxes.

Amber Whitaker
Angela Stitt
Randy Stitt
Jane Hammock
Caily Pike
Frank Flucas
Turkessa Taylor
Lurae Davis

Speakers Opposed citing increased density, lack of retail and restaurants, transportation issues, increased traffic, increased school population, lot sizes, wants to remain rural, lack of sidewalks along the shoulder, supports gradual growth and prefers R2.

Susan Cannon
Barbara Fleischman
Yolanda Allen
Wendy Kilpatrick
Verna Ferrie
Joanne Young
Elisa Lyons

Marc Jones (presentation) Attorney Battle noted the presentation referenced Henry County requirements and not the City of Stockbridge requirements.

Public Hearing was closed.

Attorney Battle addressed statements made from Mr. Jones' presentation and clarified that homes in the rear would not be smaller; noted 10' sidewalks would be installed along the entire length of the frontage on Brannan Rd. and noted the builder is obliged to govern in accordance with the City of Stockbridge Zoning Ordinances, Unified Development Code and Land Use requirements.

Councilwoman Gantt requested a Planning Commission member, preferably the Chair, be present for the meetings when planning item is presented, and noted her preference is R2 and quality affordable housing.

Attorney Battle noted they are consistent or have exceeded the City of Stockbridge requirements, and the lots are larger than what the City has already approved across the street.

Councilwoman Barber asked for a legal opinion of the City's counsel to assist to decide for approval or denial.

The Attorneys noted based on the City's Zoning Code determines that a denial would need to be very specific, noting there is no specific

Mr. Moore stated the distance from gutter to gutter was 26 feet.

Councilwoman Barber asked the builder if they would consider decreasing the density and increasing the lot size.

Attorney Battle's response was no, due to final plats that will have been issued, noted the financial concessions that have already been made and noted the HOA dues will be required to maintain the upkeep of subdivision which will also include walking trails, and when you lessen the number of homes, you increase the financial burden on the homeowners and are looking at a price point of \$330,000 to \$350,000 as a good entry point and should still be affordable and believes 139 units is the bottom line for the project.

Neil Koelbl stated he is committed to building a great development, not cutting corners and noted he is trying to invest in the City of Stockbridge and this development will include 20 acres of green space, is okay with adding sidewalks on both sides of the street; increasing the capacity of the clubhouse, noting these are all things that are typically found in a multi-hundred home development, whereas this is a 139-home development; and that he understands the City wants quality, and that is what he plans to build.

Councilwoman Gantt recommended mimicking the Clark Meadows R2/R3 postponing a decision for two weeks to include a list of the conditions as outlined and referenced the Pine Grove subdivision and does not want the same problem.

The Clerk noted the next Council meeting will be on March 30, 2021.

Mayor Pro Tem Alexander noted staff can put the conditions into the record and the Attorney include the conditions into the final record as stated in the motion.

Mayor Pro Tem Alexander noted the application was submitted in November 2020, and this application has been postponed several times, and noted the developer has agreed to several the City's conditions and motioned to approve the Rezoning to R3 with the following conditions in addition to the Staff Recommendation of conditions:

- 1) Sidewalks on both sides of the street.
- 2) Minimum house size 2500 sq. ft.
- 3) Clubhouse capacity 40.
- 4) Pool to be as shown in the rendering.
- 5) Clause to be included stating the development would be owner-occupied with 15% rental cap.

Councilman Blount called for a point of order.

Mayor Ford addressed the point of order noting the motion is made and the Council will vote to approve the motion or not following a 2nd to the motion.

Councilwoman Gantt recommended the conditions be drafted by the Attorney and brought back to the Council for a vote to get it right and does not want to rush the decision.

Attorney Battle noted Mayor Pro Tem Alexander has accurately reflected the method of recording the conditions, and prefers not to wait, but understands the Council's concerns and will conform to the request; however, going to R2 and 30,000 sq. ft. lot will kill the deal.

Mr. Knighton noted the meeting on the March 30th would be appropriate to present.

Councilman Blount noted the conditions have been heard and is okay with waiting two weeks and has staff to carry out the request, noting this is a collective effort, no need to rush the decision.

Mayor Pro Tem Alexander noted he has been listening to the community and the developer for the last 5 months, the applicant has been trying to get this approved for months and have complied with the community's concerns with larger homes, larger lots, sidewalks, addressed concerns for parking on the streets, the clubhouse concerns.

Councilman Thomas asked the Council to get away from the personal and agrees to have the document include all the modifications and conditions outlined to be voted on.

The motion was withdrawn by Mayor Pro Tem Alexander.

There will be noting the Public Hearing was held today.

Mayor Pro Tem Alexander motioned to revisit the item for a vote only on March 30, 2021 with the conditions as outlined; Second by Councilwoman Barber. The motion passed 5-0.

NEW BUSINESS

6. Council Consideration to approve the Main Street Program Mural Project. Presented by Kira Harris-Braggs, Main Street Program Manager Anika Potts, Main Street Advisory Board Chair and J. Christian, Mural Artist

Ms. Potts noted during the 2019 Main Street Advisory Board Strategic Planning Session the board members approved a mural as a Downtown Public Arts initiative.

Mrs. Harris-Braggs noted the first step to involve a mural program that was taken out of the RSVP downtown strategic plan which was a recommendation of the strategic planning process and introduced the Mural Artist, John Christian, who is affiliated with John Christian Studio and Mural & Fine Arts and is a part of the Georgia Council for the Arts Mural Artist Listing. Mrs. Harris-Braggs noted the first proposed mural site would be the wall along the corner of Harrell St. and N. Henry Blvd., located at Stockbridge Elementary School and directly across from City Hall.

Mrs. Harris-Braggs noted proposed future locations would be the breezeway area between Martin Luther King Sr. Heritage Trail and Burke St., the side of the Ted Strickland Community Center, and on buildings such as Fletchers & Sons and the Oglesby building. Mrs. Harris-Braggs noted the timeline for the mural design process ends on March 30th, April 2nd will begin the painting process on the panels in the studio, and painting will be completed June 30th noting the total cost is \$11,500 with the City receiving a grant from the Georgia Council on the Arts for a 50/50 match, matching \$5,750.

Mayor Ford inquired on payment due dates. Mrs. Harris-Braggs noted there has already been a down payment for getting the artist with a payment schedule starting on March 15th, and the final payment would be made once the art is completed with an estimated date of June 30th.

Councilman Thomas motioned to approve the Main Street Program Mural Project on Harrell Street Site; Second by Councilwoman Gantt. The motion passed 5-0.

7. Council Consideration to approve Georgia Power Lighting Agreement for the Amphitheater Project in the amount of \$5,219.87. Funding Source: General Fund and Fund Balance.

Presented by Randy Knighton, City Manager

Mr. Knighton noted this is related to the Georgia Power Lighting installation for the Amphitheater Project to install lighting poles, lamps, decorative poles, and 19 aluminum poles. Mr. Knighton noted there will be lighting and LED area fixtures throughout the Amphitheater complex. Mr. Knighton also noted Georgia Power will install all poles with a month-to-month standard agreement recommending the \$5,219.87/month option for the entirety of the agreement.

Councilwoman Barber inquired about the \$1 million dollar approval for Georgia Power Lighting for the Amphitheater Project.

Mr. Knighton responded that he did not believe the number to be quite that high.

Mayor Pro Tem Alexander motioned to approve the Georgia Power Lighting Agreement for Amphitheater Project; Second by Councilwoman Gantt. The motion passed 4-0-1 (Barber abstained).

8. Council Consideration to approve Bond Interest Rates, Fees and Distributions for the Amphitheater Project, Cultural Arts Center, Trails Project and Police Services.

Presented by Randy Knighton - City Manager, Ed Wall – Financial Advisor, Doug Selby – Bond Counsel, Quinton Washington – City Attorney

Mr. Knighton noted there is a slight change with the Series C bond financing that was approved a few weeks ago.

Mr. Wall noted Council approved three series of bonds with the first series being 7 million for the Amphitheater, \$2.8 million for the Cultural Arts Center, and \$9,910,000 with an interest rate at 1.32%; Series B had \$4,020,000 \$1,030,000 for a portion of the trail network with Series A & B being a 4-year bond issuance and paid for by SPLOST with an interest rate of 1.04% and tax exempt. Mr. Wall noted Series C was \$11 million for the remainder of the Cultural Arts Center, \$3 million for public safety equipment with a

15-year bond issuance and secured by the General Fund with an interest rate of 2.25%. Mr. Wall noted Truist Bank came back with an interest rate of 2.35%: Mr. Wall noted he asked for an option of repaying without pre-payment penalties after 5 years, if a new SPLOST is voted on with new project added, the bonds would be paid off without pre-payment penalty with a new interest rate of 2.53% and recommends going with that interest rate.

Councilman Blount inquired about the annual payments.

Mr. Wall noted it would be a 15-year fixed rate at 2.53% with the option after 5 years to pre-pay early without pre-payment penalty.

Councilman Blount inquired on how to pay back without decreasing the fund balance.

Mr. Wall noted expenses would need to be cut or levy a property tax.

Mayor Pro Tem Alexander expressed delaying has caused the interest rates to increase and delaying has cost money and should get on a streamline process.

Councilman Thomas reminded the Council of the presentation he made followed by a presentation by the City Manager that showed a surplus of revenue if Building & Permitting services were brought in-house.

Councilwoman Barber expressed her concerns with the attorneys being paid on the back end.

Councilman Thomas motioned to approve Bond Interest Rates, Fees and Distributions: Second by Mayor Pro Tem Thomas.
The motion passed 4- 1-0 (Blount opposed).

COMMENTS FROM THE MAYOR

Mayor Ford reminded everyone that it is your constitutional right to vote and noted the ESPLOST Referendum of \$325 million dollars and the project list can be found at HenryESPLOST.com where the funds would go towards upgrades for the Henry County School System Stem opportunities, technology upgrades and transportation upgrades and the District 90 State Rep. runoff underway with early voting taking place now including the Merle Manders Conference Center, and election day March 16th at your local polling location; noted vaccinations are the priority with 2nd doses being issued on March 16th at J P Moseley Recreation Center for those who previously received their first dose at the Merle Manders Conference Center; 2nd doses will be issued on March 23rd and March 30th at the Locust Grove Senior Center from 8:30am – 3:30pm and to call 762-888-8180 for reservations (Moderna vaccine); and beginning March 25th the County will conduct Pfizer vaccinations (based on availability) at the Atlanta Motor Speedway

from 8:30 am to 2:45 pm and are looking administer 1000 – 1500 vaccinations via drive-thru and will open up on Wed-Fri from 8am-5pm each day; noted Henry County Schools will have a vaccination pod for teachers and personnel who will be given the Johnson & Johnson single vaccination Wednesdays there will be 300 doses administered at the old Henry County Middle School location from 9am – 3pm and the following Wednesday, there will be 500-600 doses and are looking to administer 3400 doses scheduled for the Henry County School System; noted while vaccinations are the priority, testing is still taking place at the Heritage Senior Center in McDonough Mon – Thu 9am – 3pm and Sat 9am – noon and to call 800-847-4262 for testing; noted there are different variations of the Covid-19 virus and that the South African virus(B15131) was here in Georgia and more specifically here in Stockbridge (the only known case in GA); noted the virus is real, asked everyone to mask up, use hand sanitizer, wash your hands, stay away from crowds and get vaccinated when it is your time; prayers continue to go out to the Barham family; asked everyone to be safe.

CITY OFFICES ARE CLOSED DUE TO COVID-19 PRECAUTIONS

As a COVID precaution, City offices are closed to the public until further notice. Staff is operating under telework protocol. Please contact the City's webpage cityofstockbridge.com to contact each department for service and information.

UPCOMING MEETINGS & ANNOUNCEMENTS

Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month.
- Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month
- Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month
- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted.

EXECUTIVE SESSION

Councilman Blount motioned to convene Executive Session for Litigation; Second by Councilwoman Gantt. The motion passed 5-0.

Councilwoman Gantt motioned to end Executive Session; Second by Councilman Thomas. The motion passed 5-0.

Councilwoman Gantt motioned to reconvene the meeting; Second by Councilman Thomas. There was not vote.

Councilwoman Gantt motioned to adjourn the meeting; Second by Councilman Thomas. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



**COUNCIL MEETING
SUMMARY MINUTES
TUESDAY, MARCH 30, 2021 6:00 P.M.**

Mayor & City Council

Mayor Anthony S. Ford
Mayor Pro Tem Elton Alexander
Councilwoman Yolanda Barber
Councilman John Blount
Councilwoman LaKeisha Gantt
Councilman Alphonso Thomas

Administration

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Mission: To provide visionary leadership and superior municipal services that enhance the quality of life for citizens while creating a welcoming business atmosphere focused on sustainability and expansion of tourism and cultural events.

The meeting was called to order by Mayor Ford.

Invocation by Councilwoman Gantt.

Pledge of Allegiance was recited all in unison.

City Clerk, Vanessa Holiday was asked to proceed with a verbal roll call. All members were present.

Mayor Pro Tem Alexander motioned to amend the Agenda To add a new Item #5 – Main Street Mural Project; Remove #10 from the Agenda, extending the current contract for 30 days and present the Bid to Award at the April 12, 2021 Council meeting; add Discussion Item – Resolution for Opposing recently signed Voting bill: Second by Councilwoman Gantt. The motion passed 5-0.

Review of the Minutes for the following meetings: No Action

1. 02/08/2021
2. 02/23/2021

PUBLIC COMMENTS

All public comments must be submitted to the Clerk no later than one hour prior to the meeting. The Public Comment Form can be found on the City's webpage on the City Clerk's page at: <https://stockbridge.seamlessdocs.com/f/20pkdz4mo7xb> and the form must include your name, phone, and email contact information. Comments are limited to (3) three minutes and will be read by the Clerk during the meeting, respecting all members of the elected body, officials, and staff. Comments including defamation, unruliness and/or swearing will not be accepted. None

OLD BUSINESS

3. Council Consideration to approve Rezoning Case #RZ-2020-02.

Applicant Neil Koelbl requests the rezoning of certain property from RA (Residential-Agricultural District) to R-3 (Single-Family Residential District) to allow for the development of a single-family residential subdivision. The property is in Land Lot 29 of District 7 within the Stockbridge City Limits, along the southeast corner of Brannan Road and North Salem Drive. It contains 73.71 total acres, which previously consisted of five parcels. The Planning Commission approved the recombination of the five parcels to form just one parcel at its last meeting on December 17, 2020. This occurred via Recombination Plat Case #RC-2020-03, which had the same applicant as this rezoning case. For the record, the parcels were as follows:

- 732 Brannan Road—Parcel #088-02049000
- 664 Brannan Road—Parcel #088-02050000
- 618 Brannan Road—Parcel #088-02051000
- Large parcel on Brannan Road—Parcel #088-02049005
- Small parcel on North Salem Drive—Parcel #088-02045000

Such rezoning shall be conditioned on the following:

1. To the owner's agreement to abide by the following conditions discussed during March 8, 2021 City Council meeting:
 - a. The development shall have sidewalks on both sides of the streets within the interior of the proposed community.
 - b. The minimum house size shall be 2,500 square feet.
 - c. In lieu of the pavilion, a clubhouse shall be built in the amenity area with the pool and the clubhouse shall have a capacity for up to 40 people.
 - d. The pool will be a minimum of 2,000 sq. ft. and shall be built in in a style substantially similar to the visual attached hereto as Exhibit "A".
 - e. This development shall be an owner-occupied development with a rental capacity of no more than 15% rental of all homes (no more than 15% of all homes may be rented at any given time).
 - f. All other standards as conveyed by the staff, planning and zoning.
2. To the owner's agreement to abide by the following conditions from the City Planning and Zoning Staff as part of their recommended approval of the rezoning:
 - a. Regarding the site plan: The subdivision shall be developed in accordance with the submitted, revised site plan that was received by the City of Stockbridge Department of Community Development, entitled "Conceptual Site Plan /

Brannan Road Tract”, comprising Sheet #1.1, as was prepared by Moore Bass Consulting on December 4, 2020 and which comprises the second revision, which was prepared on February 17, 2021 (after the first revision was prepared on January 15, 2021). Said plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to complete the concept review procedure prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

b. Regarding subdivision design:

1. The developer shall construct an offsite sanitary sewer line extension to the property, at the developer’s expense, in cooperation with the Henry County Water and Sewer Authority. This may require that the developer acquire any needed easements, also at the developer’s expense.
2. The subdivision entrance from Brannan Road shall be located south of Sprayberry Drive. It shall be boulevard-style with monument signage located outside of the public right-of-way. Such signage shall incorporate a water feature in its design.
3. The developer shall construct acceleration/deceleration lanes off Brannan Road, at the entrance to the subdivision, in compliance with Henry County DOT specifications.
4. The developer shall comply with all requirements of the City’s Subdivision Ordinance.
5. A maximum of 139 lots and 139 single-family detached homes shall be constructed on the property.
6. All lots that are located adjacent to Brannan Road shall have at least 15,000 square feet.
7. A homeowner’s association shall be established, or a property management company shall be secured, for the purpose of maintaining all common areas of the site.

c. Regarding landscape design:

1. A fence (wooden or vinyl-coated chain link) shall be constructed along the northern boundary of the property.
2. A minimum of 20 percent (20%) of the site shall be preserved as open space. The existing floodplain area, pond, and other open space areas shall be preserved,

and they shall include walking paths that are constructed of pervious materials. This shall also include a ten (10) foot multi-use path along Brannan Road.

3. The subdivision shall contain both a community center amenity area near the center of the site and a pond amenity center which encompasses the existing pond.
 4. The proposed community center amenity area shall include a minimum of the following amenities: a 2,000-square-foot swimming pool with a shade structure, a pavilion, an open lawn, a walking trail, a playground, and a fire pit; plus, a parking lot with 47 parking spaces.
 5. The proposed pond amenity area shall include a minimum of the following amenities: a walking trail, a pavilion, bocce ball courts (or a similar type of active recreational facility), a fire pit, and a central mail kiosk with a vehicle pull-off area.
 6. The proposed amenities shall be installed or constructed after 50 percent of the dwelling units have been constructed, and before any land disturbance permits are issued for the development of additional lots.
 7. The developer shall provide a minimum 50-foot-wide buffer around the perimeter of the property boundary, with the exception of areas that are required for access or utility connections.
 8. The developer shall provide a landscaping plan which shall comply with the requirements of the City's Landscaping, Buffers and Tree Protection Ordinance.
 9. All disturbed areas of the residential lots shall be sodded, except for areas where landscaping is present or is installed.
- d. Regarding architectural design:
 1. All homes shall have a two-car garage, at a minimum.
 2. All homes shall have a minimum of 2,500 square feet of heated space.
 3. All homes shall have brick exteriors on all four sides.
 4. All homes shall have exteriors which further comply with the Architectural Standards of City Ordinance #OR18-452.
 - e. Regarding procedural matters:
 1. An official subdivision plat shall be approved by the City and shall be recorded with the Henry County Superior Court before any land disturbance or building permits may be issued by the City to develop the subdivision.

2. In compliance with Section 12.12.003(A) of the City's Zoning Code ("Expiration of Approvals"), the zoning classification of the property may revert back to 'RA', or to some other zoning classification after a period of eighteen (18) months, if the Mayor and City Council chooses, if "substantial progress" has not been achieved in the construction of the subdivision, whereby the first inspection is carried out.

Where these conditions conflict with the stipulations and offerings that are Contained within the applicant's Letter of Intent, these conditions shall supersede unless specifically stipulated by the Mayor and Council.

Presented by Randy Knighton, City Manager and Brecca Johnson, Community Development Director

Mr. Knighton noted this item was discussed at the March 8, 2021 Council Meeting with a Public Hearing with Council requesting to have the item come back with all the conditions listed for discussion only. Attorney Berry reiterated it would be a discussion only and would not require a Public Hearing.

Mayor Pro Tem Alexander noted he did not see a condition including a "10-ft. Multi-Use Path along the front-side of Brannon Rd" and requested to include it with the conditions.

Mayor Pro Tem Alexander motioned to approve; Second by Councilwoman Barber. The motion passed 5-0.

NEW BUSINESS

4. Council Consideration to approve TSW Architectural and Design Concepts Project No. 17 for Interior Renovations of the Ted Strickland Community Center in the amount \$26,750 Funding Source: General Funds
Presented by Decius Aaron, Public Works Director and Kira Harris Braggs, Main Street Manager

Mr. Aaron noted Council approved Resolution R20-1213 to transition the Ted Strickland Center into a Welcome Center and offices for the Main Street Department and is asking to approve the Task Order for the Interior Design for Renovations of the Ted Strickland Community Center in the amount \$26,750 using General Funds as the Funding Source.

Councilwoman Barber inquired if there are design concepts and if Council will have the option to look and approve design concepts along with a timeline of completion.

Mrs. Harris-Braggs noted staff has been in direct contact with the architect who has been working on concepts and once staff receives design concepts, they will come before council for approval.

Mayor Pro Tem Alexander requested Mrs. Harris-Braggs to give a breakdown of the proposed use of the building.

Mrs. Harris-Braggs noted the building would be used as the Welcome Center for the Downtown District, a place to host meetings, recruitment center for new business owners and a gallery/ open space for artists, along with the Main Street and Economic Development offices.

Councilwoman Gantt motioned to approve Task Order for the design of the Interior Renovations of the Ted Strickland Community Center in the amount \$26,750 using General Funds as the Funding Source; Second by Councilman Thomas. The motion passed 5-0.

5. Council Consideration to amend the Mural Project contract changing the size from 10' x 20' to 10' x 24' and the height from 6' to 10' w/panels for greater visibility with grant funding from GA Council on the Arts.
Presented by Kira Harris Braggs, Main Street Manager
Mrs. Harris-Braggs noted the original contract was approved at a previous meeting which would place a 10' x 20' mural at the corner of Harrell St. and N. Henry Blvd. on the retaining wall at Stockbridge Elementary School, noting the mural will change to 10' x 24' and height from 6' to 10' w/panels for greater visibility grant funding from GA Council on the Arts in the amount \$5,750.00.

Councilman Thomas motioned to approve the Mural Project contract changing the size from 10' x 20' to 10' x 24' and the height from 6' to 10' w/panels for greater visibility; Second by Mayor Pro Tem Alexander. The motion passed 5-0.

6. Council Consideration to amend the FY2021 Operating Budget to approve the City's Organizational Chart, Pay & Classification and approve the Job Description for the Police Chief position.
Presented by Randy Knighton, City Manager and Renee Wheeler, HR Manager
Mr. Knighton noted Council approved a Police Department with staff taking steps in moving forward in seeking a Police Chief and would need to be formalized in the FY2021 budget with the placement on the City's Organizational Chart as well as being added to Pay and Classification and approval of the Job Description; further noting once the Police Chief has been hired staff would allow the Police Chief to move forward in hiring core Command staff and putting the Police Department together.

Councilman Blount inquired on the total cost to operate a Police Dept. and asked if the insurance increases are included in the cost.

Mr. Knighton noted according to the University of Georgia Carl Vinson Institute Feasibility Study, there is an anticipated annual cost of \$5.5 million with insurance increases included.

Councilman Blount inquired on the actual start-up cost; Mr. Knighton noted according to the University of Georgia Carl Vinson Institute study the start-up cost would be around \$3.5 million with an annual cost of \$5.5 million.

Councilman Blount inquired on the City's plan to fund the Police Department and the increase to the budget.

Mr. Knighton noted part of it would go into the FY2022 budget and the financial advisor has mentioned options on how to handle cost, however, it would be left up to Council to decide.

Mayor Pro Tem Alexander noted citizens have long been concerned with public safety in the City of Stockbridge and to start addressing those concerns, funding the Police Department was the first item bonded before Amphitheater or anything else. Mayor Pro Tem Alexander also referenced the American Rescue Plan where the City is expected to receive approximately \$9.4 million dollars from the stimulus plan where funds can be reimbursed for public safety. Mayor Pro Tem Alexander also noted the Police Chief should be the one to run the department and hire staff, not the City Manager.

Councilman Thomas noted the City must provide safety for the community and stated it is time to put the citizens first and to move forward with the implementation a police department.

Councilwoman Gantt inquired if the City would be able to use funds from the American Recovery Act.

Mr. Knighton noted there needs to be an understanding first on how funds can be utilized, and that he was seeking clarification on that information.

Councilwoman Gantt noted there have been conversations with the City imposing a property tax which was suggested by the financial advisor; and would also receive a rollback from the County.

Mayor Pro Tem Alexander inquired on the pay scale percentile and asked if the City was in line.

Mr. Knighton noted the pay scale is competitive for the area.

Mayor Ford inquired on the number of applications and closing date.

Mr. Knighton noted 12-14 applications has been submitted applications and resumes and the closing date is April 30th.

Mayor Pro Tem Alexander motioned to approve amending the FY2021 Operating Budget to approve the City's Organizational Chart, Pay & classification and approve the Job Description for the Police Chief position; second by Councilwoman Barber. The motion passed 5-0.

7. Council Consideration to approve a Resolution to authorize engaging certain consultants' entry upon private property for surveys, inspections, and appraisal purposes.

Presented by Quinton Washington, City Attorney

Attorney Washington noted this would authorize and allow the City to have access to complete appraisals on properties.

8. Mayor Pro Tem Alexander motioned to approve a Resolution to authorize engaging certain consultants' entry upon private property for surveys, inspections, and appraisal purposes; second by Councilman Thomas. The motion passed 5-0.

9. Council Consideration to approve RFP 2021-0002P for Citywide Demolition Services.

Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director.

Ms. Miller noted The Public Works Department is requesting authorization to enter into City of Stockbridge contract number 2021-0002P, which will piggyback City of Atlanta contract number FC9974-A, for Citywide Demolition & Asbestos Abatement Services, which expires February 19, 2024. The City of Stockbridge contract will be for an estimated annual amount of \$50,000. The purpose of this contract is to provide the City with Demolition Services & Asbestos Abatement Services, for various City projects.

Councilman Blount motioned to approve RFP 2021-0002P for Citywide Demolition Services; second by Councilwoman Gantt. The motion passed 5-0.

10. Council Consideration to approve Rankings for RFP 2021-0026 for Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction Services.

Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director.

Ms. Miller noted The Public Works Department is requesting Council approval of the ranking of the qualified firms for Request for Proposals (RFP) Number 2020-0026, Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction; the ranked firms are: 1 – Site Engineering, Inc; 2 – The Corbett Group, LLC; 3 – Civil Works, Inc; and authorize staff to proceed with negotiations. Ms. Miller also noted the procurement was solicited, in accordance with Council directives and approved Ordinance, to engage the services of a qualified Utility Contractor to provide routine utility construction, repair, maintenance services on an as-needed basis. The scope of services consists of, but is not limited to, repair and/or replacement of the following: wastewater collection system and related infrastructure, water distribution system and related infrastructure and storm water system and related infrastructure and any other repair activities to be determined by the City. Ms. Miller also noted The Evaluation Committee's ranking was posted on the website for the City's Procurement Division and the Georgia Procurement Registry on March 11th, 2021.

Mr. Aaron included these services would be on an as needed basis.

Councilwoman Barber noted the Council has not been provided any information to validate the rankings and stated the Council should only be awarding a contract; not authorizing the approval of committee rankings.

Attorney Berry noted if approved, the Procurement Department will proceed with contract negotiations and then come back for approval and award; noting pricing cannot be shared at this time due to the bid being in the Procurement phase.

Councilman Blount motioned to approve the Rankings for RFP 2021-0026 for Annual On-Call Water and Sewer Emergency, Operational Repair, Maintenance and Construction Services; second by Councilwoman Gantt. The motion passed 4-0-1 (Councilwoman Barber abstained).

11. Council Consideration to approve Rankings for RFP 2021-0025 for Janitorial Maintenance Services.

Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director.

Ms. Miller noted The Public Works Department is requesting Council approval of the ranking of the qualified firms for Request For Proposals (RFP) Number 2020-0025, Janitorial Maintenance Services; the ranked

firms are: 1 – Intercontinental Commercial Services, Inc; 2 – A-Action Janitorial Service, Inc; 3 – Magann Facility Support Services, Inc; 4 – Building Maintenance Services, Inc; 5 – American Facility Service, Inc; 6 – Lamogo Services, LLLP; 7 – Clean Spaces Atlanta and Hattiesburg, LLC, and authorize staff to proceed with negotiations. Ms. Miller also noted procurement was solicited, in accordance with Council recommendations and approved Ordinance, to engage the services of qualified contractors with proven track record to maintain the City of Stockbridge facilities, based on the scope of services listed within the Request for Proposal and perform daily wipe downs and disinfecting services to combat COVID-19.

Councilman Blount motioned to approve Rankings for RFP 2021-0025 for Janitorial Maintenance Services; second by Councilwoman Gantt. The motion passed 3-0-2 (Councilwoman Barber and Councilman Thomas abstained).

12. Council Consideration to approve Rankings for RFP 2021-0027 for Professional Permitting and Building Inspection Services.
Presented by Lindell Miller, Procurement Manager and Decius Aaron, Public Works Director.
Item removed from the Agenda as an Action Item: Consensus of the Council to extend the contract of the current vendor for 30 days; and bring back to the Council to award the bid on 4/12/2021.

DISCUSSION

13. Council Consideration to approve Resolution opposing recent Voting Bills passed by the Georgia General Assembly.
Presented by Mayor Pro Tem Alexander.
Mayor Pro Tem Alexander noted there is an international outrage of the Georgia Legislature passing the voting bill which penalizes people for simple things such as handing out water to those waiting in line to vote. Mayor Pro Tem Alexander also noted he would like everyone to speak out on suppressing citizens voting rights.

Councilman Blount agrees with Mayor Pro Tem Alexander and believes if the system isn't broken, then there is nothing to be fixed.

Councilwoman Gantt noted she fully supports the Resolution.

Mayor Ford noted he always reminds citizens it is their constitutional right to vote. Mayor Ford Read the Resolution aloud.

Mayor Pro Tem Alexander motioned to approve the Resolution opposing recent Voting Bills passed by the Georgia General Assembly; second by Councilwoman Gantt. The motion passed 5-0.

COMMENTS FROM THE MAYOR

Mayor Ford reminded everyone we are still in a pandemic and have been for one year plus; noted tested is important and is available at the Heritage Senior Center in McDonough Mon – Thu from 9am – 3pm and Sat 9am – noon and to call for an appointment 800-847-4262; noted vaccinations are now the priority where in Georgia, citizens age 16+ can be vaccinated; noted volunteers are needed to assist the vaccination sites and you can visit to website servga.gov to sign up; noted the reservation phone number for vaccinations has changed, and the new number is 888-457-0186 and the website is Gta-vras.powerappsportal.us/ for online appointments; noting you must have a reservation to receive the vaccine; noted vaccines are being administered at the Atlanta Motor Speedway on Thursday from 8:30 am – 3:30 pm; the following Tuesday at the Atlanta Motor Speedway from 8:30 am – 3:30 pm; noted the information asked for scheduling an appointment includes demographics, medical history, Covid-19 history, and contact information; noted if you are a Henry County resident and need a ride to the vaccination site you can contact Henry County Transit at 770-288-7644 one week in advance for pick up and return and those under age 60 will pay \$4 each way, and those over age 60 will pay \$2 each way; and noted the Henry County Department of Health's new phone number is 470-661-0005.

CITY OFFICES ARE CLOSED DUE TO COVID-19 PRECAUTIONS

As a COVID precaution, City offices are closed to the public until further notice. Staff is operating under telework protocol. Please contact the City's webpage cityofstockbridge.com to contact each department for service and information.

HOLIDAY CLOSING

All City offices will be closed Friday, April 2, 2021 in observance of Good Friday.

UPCOMING MEETINGS & ANNOUNCEMENTS

Meeting will be held via Zoom until further notice. Meeting dates and times are subject to change. Please visit the city's website www.cityofstockbridge.com for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- City Council Meeting at 6:00 p.m. Via Zoom – 2nd Monday of each month.
- Main Street Advisory Board Meeting, at 9:00 a.m. Via Zoom - 2nd Friday of each month
- Downtown Development Authority Meeting, at 6:00 p.m. Via Zoom - 3rd Tuesday of each month
- Youth Council & Advisory Meeting, 6:30 p.m. Via Zoom - 3rd Tuesday of each month
- Planning Commission Meeting, at 6:30 p.m. Via Zoom – 4th Thursday of each month

- City Council Work Session at 6:00 p.m. Via Zoom – Last Tuesday of each month unless otherwise noted.

EXECUTIVE SESSION

Councilwoman Gantt motioned to convene Executive Session for Personnel, Litigation and Real Estate; second by Councilman Blount. The motion passed 3-2 (Mayor Pro Tem Alexander and Councilman Thomas opposed).

Councilman Blount motioned to adjourn Executive Session; second by Councilwoman Gantt. The motion passed 5-0.

Councilman Blount motioned to reconvene the meeting; second by Councilwoman Gantt. The motion passed 5-0.

Councilman Blount motioned to Adjourn; second by Councilwoman Gantt. The motion failed 2-3-0 (Mayor Pro Tem Alexander/Barber and Councilman Thomas opposed).

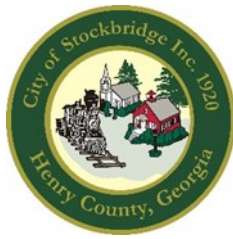
Councilwoman Barber motioned to modify the meeting calling for all members to be present on screen during the virtual meetings; second by Mayor Pro Tem Alexander. The motion passed 3-2 (Councilman Blount and Councilwoman Gantt opposed).

Mayor Pro Tem Alexander motioned to adjourn; second by Councilwoman Gantt. The motion passed 5-0.

Respectfully submitted by:

Vanessa Holiday, City Clerk MMC

Anthony S. Ford, Mayor



City of Stockbridge

AGENDA ITEM

MEETING DATE

May 10, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST IV
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Brecca Johnson

DEPARTMENT: Community Development

ITEM/PROJECT/EVENT:

Development Agreement to Complete Requirements for Rezoning Case #OR03-157 for Property at 438 East Atlanta Road

BACKGROUND INFORMATION:

Rezoning Ordinance #OR03-157 was approved on September 8, 2003 with the condition that a Development Agreement be prepared, per Page 28 of Exhibit "C". That was not done, but there was no deadline. Now, the City Attorney has reviewed and approved the attached proposed Development Agreement. OR03-157 approved the rezoning of property at 438 East Atlanta Road from RA to RM-3. A developer, DRB Group Georgia, LLC (represented by Battle Law), wishes to develop 201 condominium units on the property, which contains 25.24 acres. The Planning and Zoning Staff has reviewed and supports this Development Agreement.

SIGNATURES:

CITY MANAGER _____

FINANCIAL IMPACT N/A

ATTACHMENTS:

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

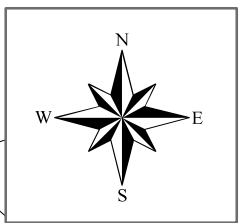
ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

City of Stockbridge

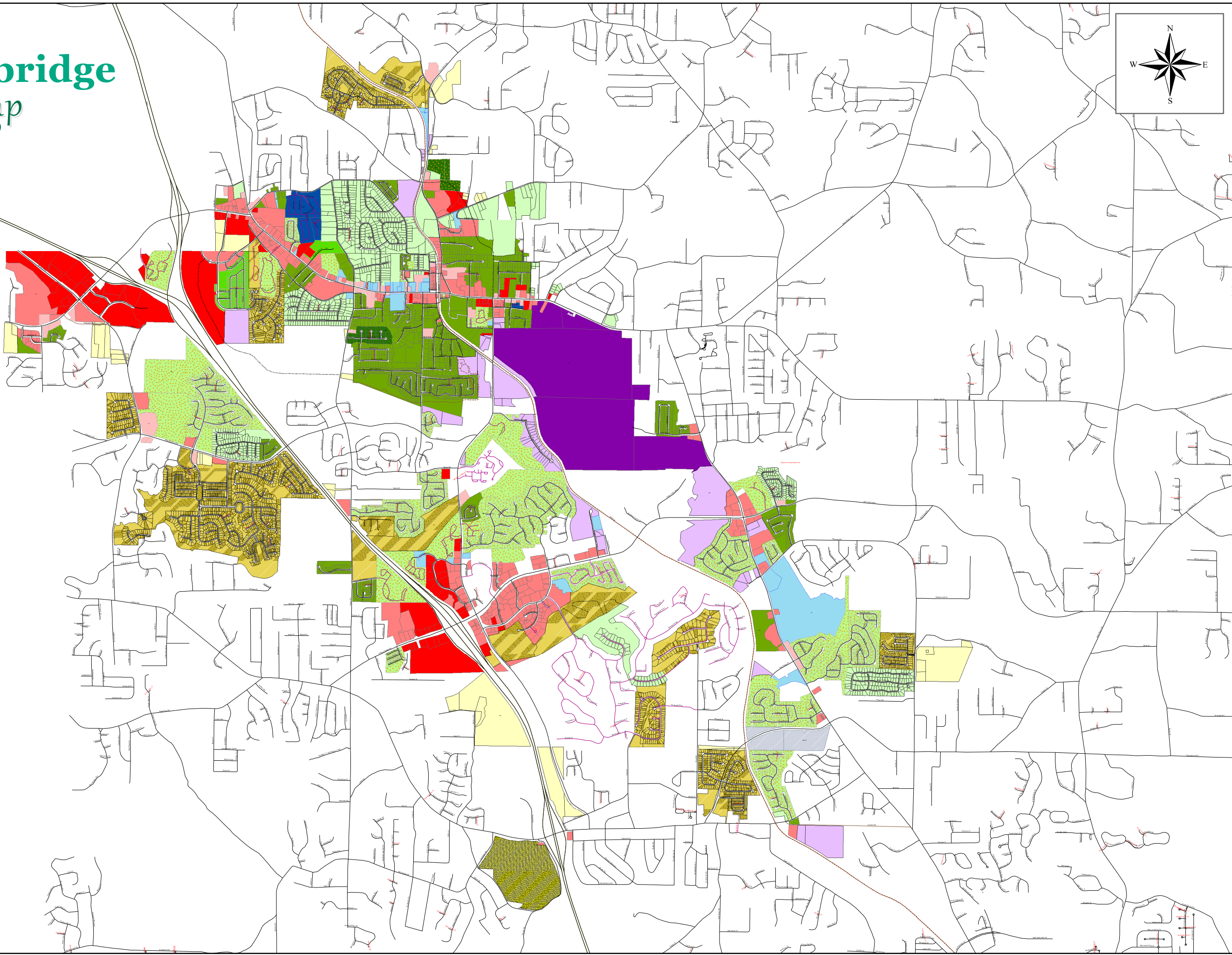
Zoning Map

2020



Current Zoning 2020

- C1
- C2
- C3
- M1
- M2
- MUND
- OI
- PD
- PTD
- R1
- R2
- R3
- RA
- RD
- RM
- RM2
- RM3
- RMH
- X1



February 8, 2021

VIA EMAIL (RKnighton@cityofstockbridge-ga.gov)

Mr. Randy Knighton, City Manager
City of Stockbridge
Municipal Court Building
4602 North Henry Boulevard
Stockbridge, GA 30281

Re: Zoning Compliance Letter Request

Dear Mr. Knighton:

I am representing DRB Group Georgia, LLC (the “Developer”), the prospective purchaser of the following properties (the “Subject Property”) located at 438 East Atlanta Road being Tax Parcel S15-01011000 in the City of Stockbridge. The Developer is seeking to develop a 201-unit townhome condominium project on the property in accordance with Rezoning Application RZ-03-12. A copy of the original approved conditions for RZ-03-12, along with the original site plan are attached hereto.

On behalf of the Developer, I am hereby requesting a letter of compliance for the proposed development based on the updated site plan and the proposed Development Agreement, which is required under the approved conditions.

Please contact me if you need any additional information.

Sincerely,



Michèle L. Battle

cc: Linda Logan (via email with attachments)
Jay Knight (via email with attachments)
Steve Moore (via email with attachments)



Henry County
Department of Planning & Zoning

October 16, 2003

Paul Reed, Pro-Dev, Inc.
P. O. Box 71988
Newnan, Georgia 30271

RE: RZ-03-12

Paul Reed of Newnan, GA requests a rezoning from RA (Residential Agricultural) to RM-3 (Multiple-Family Condominiums) in Land Lots 68, 69, & 93 of the 12th District, for property located on East Atlanta Road, near Valley Hill Road. The property contains 25.8 +/- acres and the request is for Multiple-Family Residential Condominiums. **City of Stockbridge.**

RZ-03-13

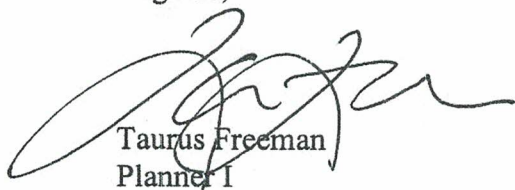
Paul Reed of Newnan, GA requests a rezoning from RA (Residential Agricultural) to C-2 (General Commercial) in Land Lots 68 & 69 of the 12th District, for property located on East Atlanta Road, near Valley Hill Road. The property contains 5.0 +/- acres and the request is for a commercial development. **City of Stockbridge.**

To Whom It May Concern:

This letter is to advise you that the Stockbridge City Council approved the above request on September 8, 2003 with conditions set forth in Exhibit "C" of the Rezoning Ordinance.

If I can be of further assistance I can be reached at (770) 954-2457.

Regards,



Taurus Freeman
Planner I

TF/dth

cc: Merle Manders, City Clerk, City of Stockbridge
Doug Gilbert, Building Department Director
Michael Abraham, Assistant Director
Santo Bowles, Chief Residential Inspector

Charlie Reddoch, Tax Assessors Director
Steve Schafer, Development Plan Review Director
Jane Allison, Building Department
Correspondence File

Zoning File

\\Aaahcboc1\HDir\planning.co.henry.ga.us\City\Stockbridge\Zoning Letters 2003\Paul Reed, RZ-03-12S, RZ-03-13S, 9-8-03.doc

140 Henry Parkway • McDonough, Georgia 30253

MAIN: (770) 954-2457, (770) 954-2458 • FAX: (770) 954-2958

December 9, 2003

MINUTES

STOCKBRIDGE CITY COUNCIL MEETINGS

FOR

DECEMBER 9, 2003

AND

DECEMBER 16, 2003

PAUL REED OF NEWNAN, GEORGIA. Ray Gibson, Henry County Planner, advised the Council that Mr. Reed requested rezoning from RA (Residential Agricultural) to RM-3 (Multiple-Family Condominiums) in Land Lots 68, 69, and 93 of the 12th District, for property located on East Atlanta Road, near Valley Hill Road. The property contains 25.8 acres and the request is of Multiple-Family Residential Condominiums. Mr. Reed also requested rezoning from RA (Residential Agricultural) to C-2 (General Commercial) in Land Lots 68 and 69 of the 12th District, for property located on East Atlanta, Road, near Valley Hill Road. The property contains 5.0 acres and the request is for a commercial development.

Mr. Reed advised the Council that he is trying to get the Council to approve twenty-five (25) acres to RM-3 for about 202 townhomes. They are surrounded by light industrial, light manufacturing, and Publix and commercial on the other side. They plan to have a road through Valley Hill to the traffic light to help the traffic flow with East Atlanta being a major arterial road. They will comply with all of the City ordinances and they are asking for eight (8) units per acre. They will provide all the amenities and all the thing required point system wise to get the approval for eight units per acres.

Mayor Kelley asked if the townhomes will be all brick. Mr. Reed said they would be whatever the City requires. Each unit will be individual with a garage in back with alley ways, and with all the amenities.

They would like to get with the City regarding the parks across the street. They might be able to tie those together. The will offer the City money for improvements to the parks instead of putting all the amenities just on their side.

Mr. Welch asked Mr. Reed if he has read the conditions that were set forth in the Planning Report and Mr. Reed responded that he has read the conditions and the only thing he would like to ask is that his landscape person review the plan and maybe come up with more variety of certain types of trees. Mr. Welch asked Mr. Reed if he is prepared to sign the Development Agreement to encompass the zoning conditions and all the requirements added to the Agreement by virtue of the planning recommendations. Mr. Reed responded that he understands that the Agreement goes with the property.

Ted Strickland, City Manager, advised the Council that this project fits in with the Livable Centers Initiative program that the City has been working with and receiving Federal Grants for sidewalks, streetscapes, curb and gutter and lighting.

Mr. Reed advised the Council that his development will have an entrance into the Publix Shopping Center and sidewalks on East Atlanta as they plan to have a lot of foot traffic.

Councilman Steve Moon asked if any of this development will be rental property and Mr. Reed responded that the development will be zoned for condominiums but will look like townhomes with a two story look with brick. Councilman Moon asked what kind of amenities they are talking about. Mr. Reed responded they will have a basketball court, junior Olympic size pool, two tennis courts, and walking trails. If the City wants to do something with the park, that will be part of the Development Agreement.

Mr. Welch pointed out that the City Ordinance specifies that there are certain amenities that are required. There is a Club House requirement for this development and those of the minimum requirements for amenities and with the development going up in density from four (4) to eight (8) units per acre, there is substantially more requirement for amenities that have to be placed in the Development Agreement. There is a certain percentage of the property can be impervious and back alleys, and garages are required. Cars will not be allowed to park on streets except in emergency situations.

April Seay, Ridgecrest Subdivision, adjacent to the property for the two hundred and two (202) condominium units. Ms. Seay presented a signed petition from the residents in the neighborhood. Their neighborhood consists of sixty-nine (69) homes and fifty (50) residents would not like to see any type of condominium units or multi-family residential housing zoning on the property. Basically, due to the traffic congestion in the area at present to add 202 homes with the additional trips in and out just back and forth to work would add extreme congestion in the area and then the potential conversation of foot traffic in the area to add the extra units per acre that would be potentially a very risky situation for residents, any residents in the area that would consider foot traffic back and forth to the parks or Publix. There is a great concern for the schools in the area for that many homes to add potentially that many children into it. Basically, everyone in their neighborhood would like to see the property utilized for some type of public service or a single family residential housing.

Gordon Boushea, Ridgecrest Subdivision, has lived in the subdivision for thirty (30) years. At the Zoning Board meeting; they turned it down because it had no merit there. They figured up there will be two thousand (2,000) cars a day on East Atlanta with each condo having two cars. We know the schools are

over crowded and about seven (7) months ago, the Henry County Water Authority approached him about running a high pressure water line through his property because there is low water pressure in that neighborhood and if you add that many more people in the neighborhood you know the water pressure will be low. He is concerned about the kids that will be living there running across the streets to the parks and all that there; you are going to have kids out there constantly and the schools. They would like to see maybe the City and County go together and buy the property and put a new senior citizens area in there or something of that nature or even single dwelling homes. If Mr. Reed builds what he is talking about building, all brick townshouses and all the houses in that subdivision are cedar siding, they will stick out like a sore thumb right there in the neighborhood. Since Publix went in he had his house reappraised and the value dropped. He talks with lawyers everyday and they say that once these condos go in, his property value will drop again. That means that everybody in the subdivision will be loosing because he wants to build there.

Harriett Bowen, Collier Road, stated that she has lived in Stockbridge for eleven and one half (11 ½) years. Collier Road is right behind the Publix store. When going to work each morning she travels East Atlanta turning left on to Valley Hill. At the stop sign at the end of Valley Hill and State Route 23/42 it sometimes takes five (5) minutes waiting just to turn right because someone in front wants to turn left. She is fine with developing but the infrastructure needs to keep pace with housing and everything that wants to go in there. We need more roads and water like the other gentleman suggested but obviously that is not going to happen. Single family housing would be fine. We do need to think about the kids and maybe a senior citizen area would be ok too. As far as putting in two hundred and two (202) townhomes plus the shopping center, it just not needed.

Ellen and Larry Anderson, 454 East Atlanta Road, have lived at this address for the past thirty-one (31) years and Richard Pierce, owner and resident of 438 East Atlanta asked Mrs. Anderson to read a statement on behalf of Larry and Richard.

Larry Anderson and Richard Pierce would like the residents of Amanda Court subdivision to know that they do sympathize with their concerns regarding this development. As neighboring landowners and parents of school aged children they voice the same concerns themselves when the Amanda Court subdivision was under development. Their concerns at that time regarding the Amanda Court development were so strong that it prompted them to plant trees at their own monetary and physical expense to provide a natural buffer between their properties and the Amanda Court development. Even though Mr. Reed's plans show that he will retain the natural buffer, the residents of Amanda Court have squawked foul over how such a development could effect their environment. Their attitude seems to be one of now that I am here, everything needs to remain the same mentality that Richard and Larry feel they have also been guilty of in the past.

After reading of the plans for the City of Stockbridge to embrace the Livable Centers Initiative program, Larry and Richard feel that Mr. Reed's developments seems to come close to what the City seems to have in mind. Mr. Reed has expressed the desire to work with the City's revitalization plans of having new pedestrian friendly residential developments located in already commercialized areas. The development of homeowners, not transient apartment dwellers, will directly connect with the shopping, dining and other miscellaneous businesses. In addition, he has voiced a desire to work with the City to make it possible to have pedestrian access to the park area with the development under discussion.

Dianne Holliday

From: Jenine Sohler [jsohler@swblawfirm.com]
Sent: Thursday, October 16, 2003 11:33 AM
To: dholliday@co.henry.ga.us
Subject: Paul Reed Rezoning

EXHIBIT "C"**CONDITIONS**

This rezoning will not become effective until the Property owner executes a Development Agreement with the City which embodies the following conditions.

- a. All requirements, not specifically waived by variance, of the RM zoning ordinance, number 03-60, effective as of March 10, 2003 shall be met.
- b. The maximum height shall be shown on the site plan.
- c. All condominiums and townhomes shall have a mixture of front façade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design proticos.
- d. Owner shall submit elevations of the building to the Planning and Zoning Department.
- e. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.
- f. Each unit shall have different brick, stucco and masonry theme from the other attached units.
- g. Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines; shall have a minimum of two and one-half (2.5) caliper (d.b.h.); shall have a minimum twenty-four square foot (24 sq. ft.) planting area; and shall be spaced an average of forty-five feet (45') apart. Street trees shall consist of ginko (non-fruit bearing), Japanese zekova and/or oak family type.
- h. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
- i. Sidewalks shall be installed to connect adjacent commercial property to the south and extend to the north along East Atlanta Road.
- j. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

The Applicant submits to the City Manager six (6) legal descriptions and/or plats, certified by a surveyor licensed in the State of Georgia, of the Property.

Jenine Sohler

SMITH, WELCH & BRITTAIN

Telephone: (770) 957-3937

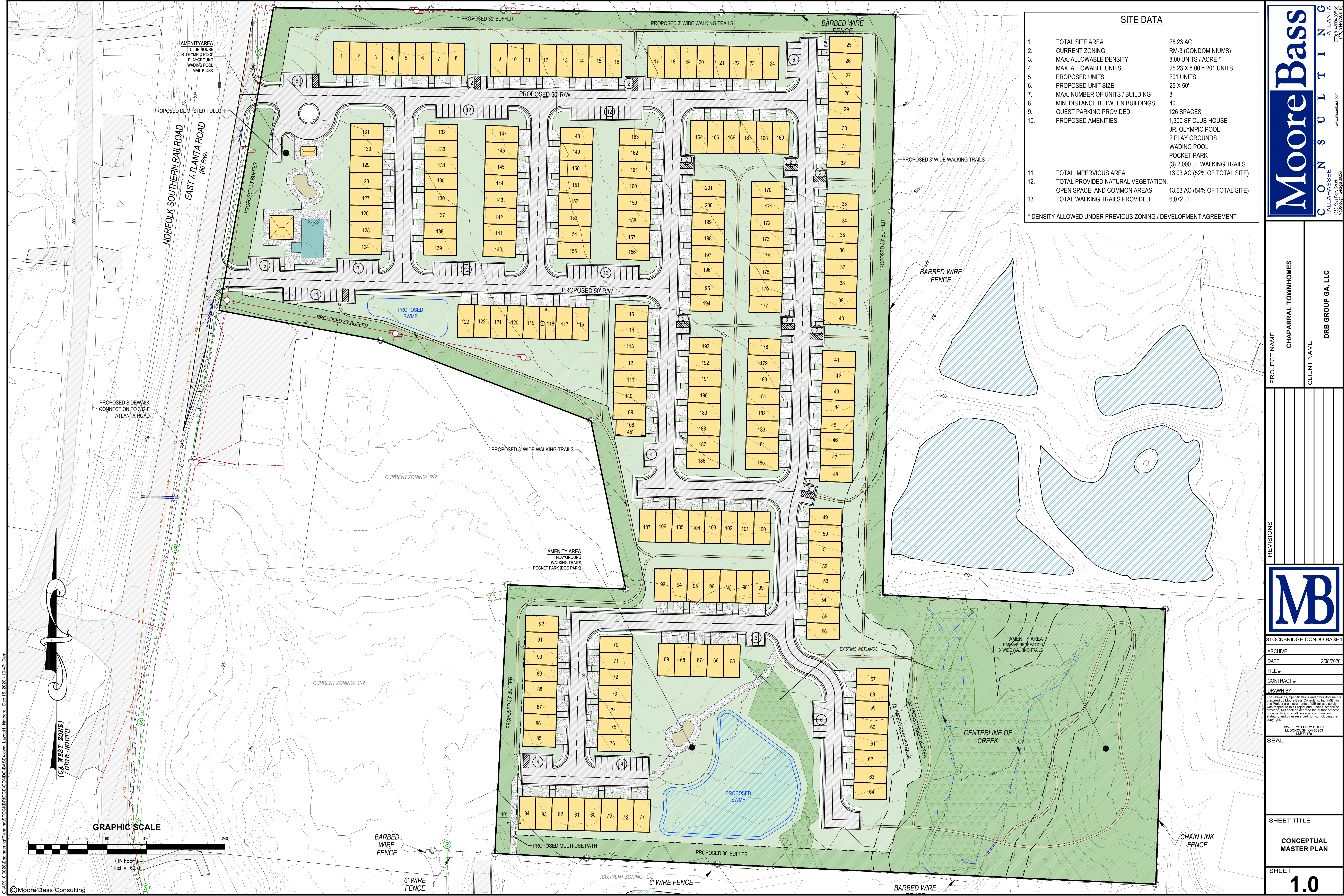
Direct Dial: (678) 583-4804

Facsimile: (770) 957-9165

E-mail: jsohler@swblawfirm.com

Please visit our website: www.swblawfirm.com

CONFIDENTIALITY NOTICE: The information contained in this electronic mail message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this electronic message is strictly prohibited. If you have received this electronic mail message in error, please immediately notify this office, return the original message to us at the above email address, and delete the message from your computer. Thank you.



SITE DATA

1.	TOTAL SITE AREA	25.23 AC.
2.	CURRENT ZONING	RM-3 (CONDOMINIUMS)
3.	MAX. ALLOWABLE DENSITY	8.00 UNITS / ACRE *
4.	MAX. ALLOWABLE UNITS	25.23 X 8.00 = 201 UNITS
5.	PROPOSED UNITS	201 UNITS
6.	PROPOSED UNIT SIZE	25 X 50'
7.	MAX. NUMBER OF UNITS / BUILDING	8
8.	MIN. DISTANCE BETWEEN BUILDINGS	40'
9.	GUEST PARKING PROVIDED:	126 SPACES
10.	PROPOSED AMENITIES	1,300 SF CLUB HOUSE JR. OLYMPIC POOL 2 PLAY GROUNDS WADING POOL POCKET PARK (3) 2,000 LF WALKING TRAILS
11.	TOTAL IMPERVIOUS AREA:	13.03 AC (52% OF TOTAL SITE)
12.	TOTAL PROVIDED NATURAL VEGETATION, OPEN SPACE, AND COMMON AREAS:	13.63 AC (54% OF TOTAL SITE)
13.	TOTAL WALKING TRAILS PROVIDED:	6,072 LF

* DENSITY ALLOWED UNDER PREVIOUS ZONING / DEVELOPMENT AGREEMENT

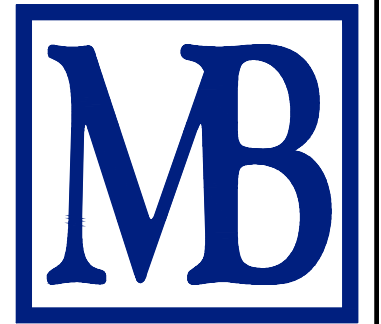
Moore Bass

CONSULTING

TALLAHASSEE
ATLANTA
MOORE BASS CONSULTING, LLC
1350 KEYS FERRY COURT
MC DONOUGH, GA 30253
(904) 444-8888

PROJECT NAME	CHAPARRAL TOWNHOMES
CLIENT NAME	DRB GROUP GA, LLC

REVISIONS	



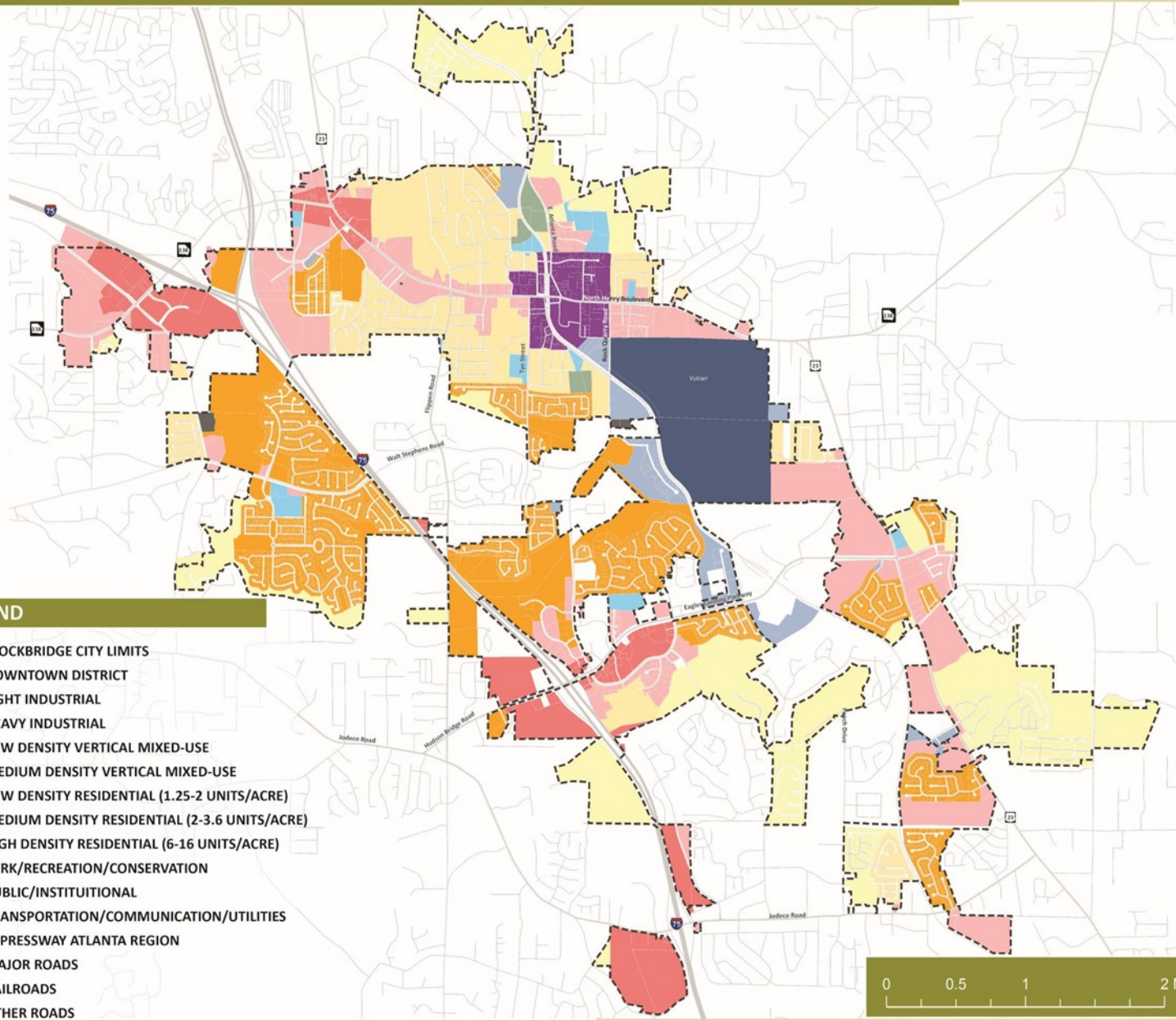
STOCKBRIDGE-CONDO-BASE4	
ARCHIVE	
DATE	12/08/2020
FILE #	
CONTRACT #	
DRAWN BY	
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MBC) for this Project are the instruments of MBC for use solely with respect to this Project, and unless otherwise provided, MBC shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.	
1350 KEYS FERRY COURT McDONOUGH, GA 30253 LSF #1179	
SEAL	

SHEET TITLE	CONCEPTUAL MASTER PLAN
SHEET	1.0

STOCKBRIDGE FUTURE LAND USE MAP

LEGEND

- STOCKBRIDGE CITY LIMITS
- DOWNTOWN DISTRICT
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL
- LOW DENSITY VERTICAL MIXED-USE
- MEDIUM DENSITY VERTICAL MIXED-USE
- LOW DENSITY RESIDENTIAL (1.25-2 UNITS/ACRE)
- MEDIUM DENSITY RESIDENTIAL (2-3.6 UNITS/ACRE)
- HIGH DENSITY RESIDENTIAL (6-16 UNITS/ACRE)
- PARK/RECREATION/CONSERVATION
- PUBLIC/INSTITUTIONAL
- TRANSPORTATION/COMMUNICATION/UTILITIES
- EXPRESSWAY ATLANTA REGION
- MAJOR ROADS
- RAILROADS
- OTHER ROADS



City of Stockbridge
Comprehensive Plan



REZONING ORDINANCE

CITY OF STOCKBRIDGE

ORDINANCE NO. 03-157

AN ORDINANCE FOR THE PURPOSE OF REZONING PROPERTY IN THE CITY OF STOCKBRIDGE, GEORGIA.

WHEREAS, the property of

LOCATION OF PROPERTY	COUNTY MAP CODE	ACRES	ZONED	LAND LOT	DISTRICT
East Atlanta Road near Valley Hill Rd	S15-01010000	25+	RA	68,69,93	12th

(hereinafter "Property") as described in Exhibit "A" attached hereto and incorporated herein by reference, is located within the corporate boundaries of the City of Stockbridge, Georgia (hereinafter referred to as "City");

WHEREAS, Paul Reed, Pro-Dev, Inc. (hereinafter referred to as "Applicant") has requested that the Property be rezoned from RA to RM-3 in incorporated City of Stockbridge;

WHEREAS, the Applicant has submitted an application, included in the Henry County Planning and Zoning Evaluation Report (hereinafter referred to as "Report") attached hereto and incorporated herein by reference as Exhibit "B", requesting that the Mayor and City Council of the City of Stockbridge (hereinafter referred to as "City") rezone the Property;

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant's request and the recommendations of the Staff and the Commission as presented in the evaluation report attached hereto and incorporated herein by reference as Exhibit "B";

WHEREAS, notice of this matter has been provided in accordance with applicable state law and local ordinances; and

WHEREAS, the City desires to grant the Applicant's request.

THE COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY ORDAINS

1.
That the above described property is hereby zoned from RA to RM-3 in incorporated City of Stockbridge in accordance with the Zoning Ordinance of the City;

2.
That the rezoning of the above described Property is subject to:
(☒) The conditions set forth on Exhibit "C" attached hereto and incorporated herein by reference,
() The terms of Development Agreement attached hereto as Exhibit "C" and incorporated herein by reference,
() If no Exhibit "C" is attached hereto, then the property is zoned without special conditions,

3.
That the official zoning map for the City is hereby amended to reflect such zoning classification for the property;

4.
That it is the intention of the City that all sections, conditions, paragraphs, sentences, phrases, and words of this ordinance be fully valid, enforceable, and constitutional; and that it is the intention of the City that each said part of this ordinance be treated as severable to the fullest extent of the law; and that if any such part of this ordinance is declared invalid, unconstitutional, or otherwise unenforceable, it is the intention of the City that, to the greatest extent allowed by law, the remainder not be rendered invalid, unconstitutional, or otherwise unenforceable;

5.
The rezoning of the property shall become effective the first day of the month following the date hereof.

SO ORDAINED by the Council of the City this 8th day of September, 2003.

ATTEST:

Merle Manders
MERLE MANDERS, CITY CLERK

R.G. Kelley
R.G. KELLEY, MAYOR

(Seal)



HENRY COUNTY PLANNING & ZONING

Rezoning Evaluation Report City of Stockbridge City Council

RZ-03-12-S

Commission District: City of Stockbridge
Planning Board Member: Ray McDonald (770) 474-8654

Applicant: Paul Reed, Pro-Dev, Inc.
P.O. Box 71988
Newnan, GA 30271
(404) 597-6756

Location: The property is located on East Atlanta Road, near Valley Hill Road, in Land Lots 68, 69, and 93 of the 12th District.

Request: Rezoning from RA (Residential Agricultural) to RM-3 (Multi-Family Residence -Condominiums)

Proposed Use /Purpose: To develop the property for Residential Condominiums.

Sign Posted: August 22, 2003

P&Z Meeting: July 24, 2003

City Meeting: September 8, 2003

Lot Size: The property consists of 25 +/- acres

Access Road: East Atlanta Road

Public Facilities:

Water and Wastewater Treatment - A letter, submitted by the Henry County Water and Sewerage Authority, dated January 17, 2003, indicates that water service is available to the site.

A letter from the City of Stockbridge, dated January 21, 2003, stated the City would provide sewer for the development.

Transportation - East Atlanta Road is classified as a major arterial on the Henry County Functional Road Plan. An arterial street is designed or intended for moderate to high levels of traffic flow within the county and region beyond.

Zoning History

The proposed development is located within a RA (Residential Agricultural) zoning district. No previous rezoning has been requested for this particular property. Herein is the zoning for the adjacent properties:

- *North* - R-2 (Single-Family Residence)
- *East* - RA (Residential Agricultural) and R-1 (Single-Family Residence)
- *South* - C-2 (General Commercial)
- *West* - M-1 (Light Manufacturing) and RA (Residential Agricultural)

Current Land Use: Single-Family residential structure

Future Land Use: Low-Density Residential

Relation To The Joint Comprehensive Development Plan:**Residential Land Uses****Section VI-65 and 66**

Goal: Guide the distribution of residential development within defined categories of density based on the physical capacity of land and existing and planned public facilities in order to achieve a high quality of life for the citizens of Henry County.

Objective: 1.25 d.u./ac. to 2.5 d.u./ac.: Future single-family residential developments which exceed densities of 1.25 dwelling units per acre must have public water and sewerage systems.

Development Regulations Affected by Request:

- Section 8.36.100 RM-3 (Multi-Family Residential) Zoning District
- Article IV. Sec. 3-8-75. Restrictions of Access
- Section 8.36.150. Comprehensive Tree Ordinance
- Article X. Sec. 3-7-192. Buffer Areas

Also, the request will comply with all other ordinances, standards and regulations governing site development.

Table 1.0 illustrates the City of Stockbridge RM-3 (Multi-Family Residence) Ordinance requirements in reference to Section 8.36.100, and the conceptual plan, submitted by the applicant's proposed request. The last column of the table indicates whether the applicant is in compliance with the ordinance.

Table 1.0

ORDINANCE REQUIREMENTS		PROPOSED	COMPLIANCE
Maximum Allowable Net Density:	Six (6) dwelling units per acre*	7.89 d.u./ac.	Yes; with additional amenities
Minimum Lot Width:	100-feet	Minimum 248-feet	Yes
Building Setback:	Front: 60 ft. Rear: 40 ft.	Not Given	No
Distance Between Buildings:	Forty-feet (40')	Not Given	No
Maximum Height:	The lesser of forty-five (45) feet or four (4) stories	Not Given	No
Minimum Floor Area (Heated space)	One bedroom unit – 1,000 Two bedroom unit – 1,300 Three or more – 200 additional square feet per bedroom	Not Given	NO
Maximum Units per Building	Eight (8)	Seven (7)	Yes
Buffer:	A 30-foot undisturbed buffer around the perimeter	30-ft. undisturbed stream buffer	Yes

*Increase density provision

Analysis of Request (Sec. 3-7-313):

The possible effects of the change in the regulations or map on the character of the zoning district, a particular piece of property, neighborhood, area or community. Criteria point 1

It is Planning Staff's opinion, anytime high-density residential is placed in a community the area will experience change. Due to the multiple land uses along East Atlanta Road, it is hard to determine the effects the development will have in the area. The properties to the east are zoned RA (Residential Agricultural) and R-1 (Single-Family Residence). The property to the south is zoned C-2 (General

Commercial), which is the location of the Stockbridge Lakes Shopping Center. The property to the west is zoned M-1 (Light Manufacturing) and RA (Residential Agricultural).

The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this chapter. Criteria point 2

This request is not consistent with the overall purpose of the zoning scheme as dictated by the Joint Comprehensive Development Plan and the Future Land Use Map, which shows low-density residential use for the subject property.

Upon review of the application and site plans submitted to the Henry County Planning and Zoning Department, the proposed development is consistent with the overall purpose of the zoning ordinance with respect to the density and several of the development standards/requirements. Some of the other minimum requirements were not provided; however, this information should be provided prior to the submittal to the City Council.

Consistency with land use plan. Criteria Point 3

This request is not consistent with the Future Land Use Map, which shows low-density residential use for the subject property; Planning Staff realizes that the less intensive use of RM-3 (Condominiums) District will be more compatible with the surrounding residential and commercial area; however, Planning Staff is responsible and obligated to follow the Future Land Use Map.

The impact of the proposed development on infrastructure, water, sewer, adjacent thoroughfares, pedestrian and vehicular circulation and traffic volumes. Criteria Points 4 & 5

A letter, submitted by the Henry County Water and Sewerage Authority, dated January 17, 2003, indicates that water service is available to the site. A letter from the City of Stockbridge, dated January 21, 2003, stated the City would provide sewer for the development.

East Atlanta Road is classified as a major arterial on the Henry County Functional Road Plan. An arterial street is designed or intended for moderate to high levels of traffic flow within the county and region beyond. However, a development of this magnitude may affect vehicular circulation and increase the traffic volume on East Atlanta Road and Valley Hill Road.

It is Planning Staff's analysis that pedestrian movement throughout the proposed development should be made available via sidewalks, which decreases the risk (health, safety and welfare) of pedestrian interaction with vehicular traffic. Sidewalks should connect to adjacent commercial property to the south and extend to the north along East Atlanta Road.

The impact upon adjacent property owners should the request be granted. Criteria Point 6

There may be traffic congestion issues that could have an impact upon adjacent property owners should the request be granted. The area schools will also be impacted should the request be granted.

Can the subject land be developed as it is currently zoned? Criteria Point 7

The entire tract could be developed under the RA (Residential Agricultural) zoning classification.

Consideration of the physical capability of the site to be developed as requested, including; topography, drainage, access, size and shape of property. Criteria Point 8

The property appears to be adequate in regards to topography, drainage, access and size/shape.

The merit of the requested change in zoning relative to any other guidelines and policies for development, which the planning commission and board of commissioners may use in furthering the objective of the land use plan. Criteria Point 9

There are some reasonable merits of this request given the proposed development abuts an emerging commercial node to the south; however, there may be traffic congestion issues that could have an impact upon adjacent property owners should the request be granted. The area schools will also be impacted should the request be approved. Conditions may be placed on the request to ensure the quality of the development; but it must be noted, although the requested zoning change does have merit, it does not meet the intent of the Future Land Use Map.

Comments:

The applicant is requesting a rezoning from RA (Residential Agricultural) to RM-3 (Multi-Family Residence - Condominium). Planning Staff has evaluated this request with strong consideration given to the Future Land Use Map and the Joint Comprehensive Development Plan. The proposed rezoning request does not comply with the Future Land Use Map, which has designated this site for low-density residential use.

There are some reasonable merits of this request and the request may be suitable for the area given the property abuts an emerging commercial node to the south. The property would be in transition from the C-2 (General Commercial) district, south of the development, to high-density residential, low-density residential to residential agricultural uses.

According to the preliminary conceptual plan submitted, there will 202 units on approximately 30 acres, with a net density 7.98 dwelling units per acre. The Ordinance requires a maximum of six dwelling units per acre; however, the applicant can increase the net density with additional amenities. A minimum of three amenities are required for the first twenty-five (25) units; 26 to 50 units, three additional units are required; and one (1) additional amenity for each 50 units. According to the conceptual site plan, nine amenities are listed; however, three of the amenities are 2,000 linear feet walking trails.

A development of this magnitude may cause traffic congestion issues that could have an adverse impact upon adjacent property. The area schools will also be impacted should the request to be approved. Conditions may ensure the quality of the development but it must be noted, although the requested zoning change does have merit, it does not meet the intent of the Future Land Use Map, which Planning Staff is obligation to follow.

However, if approved, Planning Staff recommends the following list of suggestions that may help to ensure the quality of this proposed project:

1. Revise site plan to adhere to all RM-3 ordinance requirements.
2. Maximum building height shall be shown on the site plan.
3. Maximum height of buildings shall be the lesser of 45ft. or (four stories).
4. All condos and town homes shall have a mixture of front façade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design porticos.
5. Developer shall submit elevations of the building to be approved by the Planning and Zoning Department.

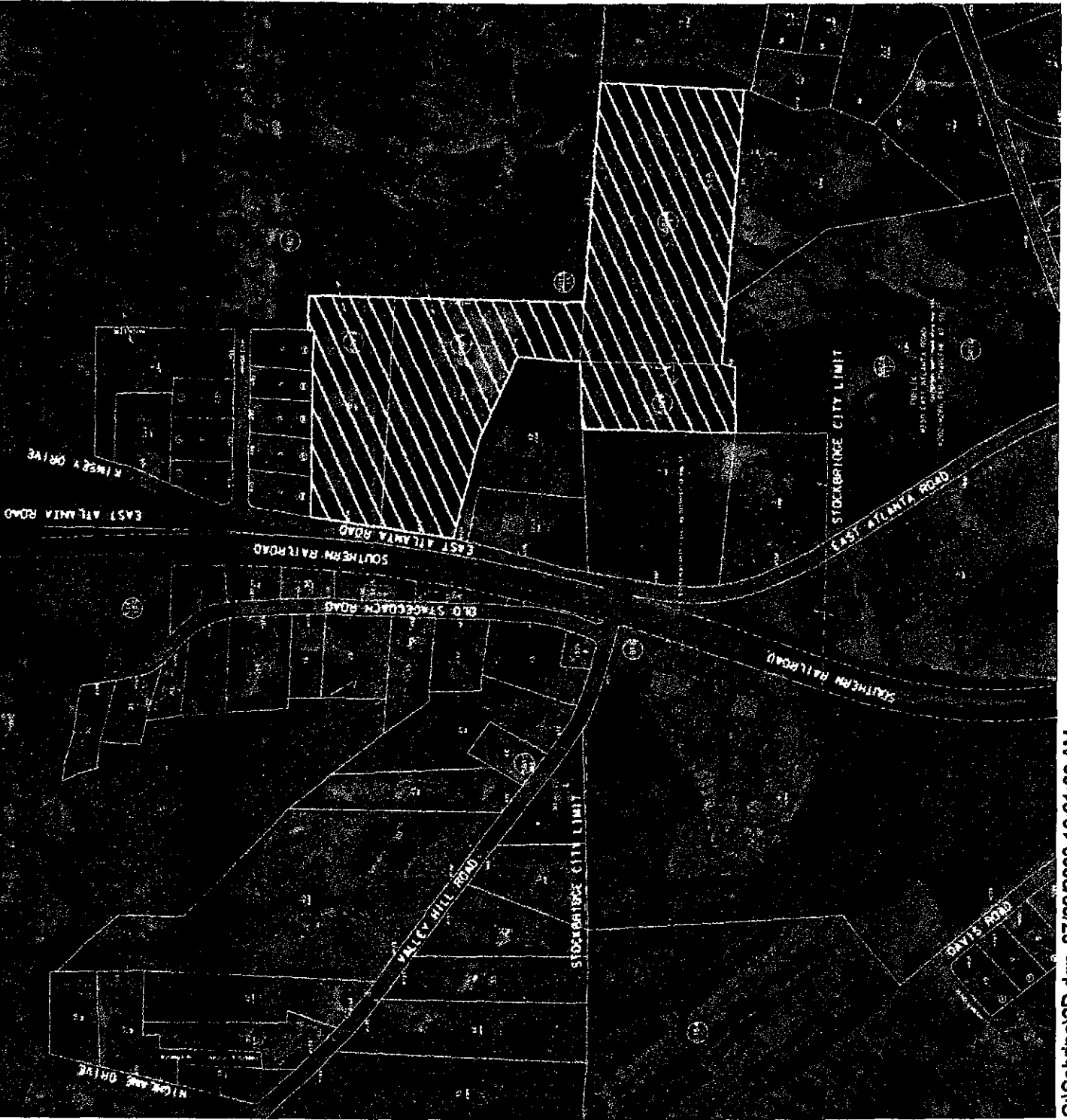
6. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and or fireplaces.
7. Each unit shall have different brick, stucco and masonry theme from the other attached units.
8. Developer shall install street trees along all streets to be placed between the sidewalk and the front property lines, have a minimum two & half inch (2.5") caliper (d.b.h), shall have a minimum twenty-four square foot (24 sq.ft.) planting area and shall be spaced an average of forty-five feet (45') apart. Consisting of ginko (non-fruit bearing), Japanese zelkova and or oak family type.
9. The Building Department shall not issue a building permit until such a time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
10. A sidewalk shall be installed along East Atlanta Road.
11. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

Recommendation:

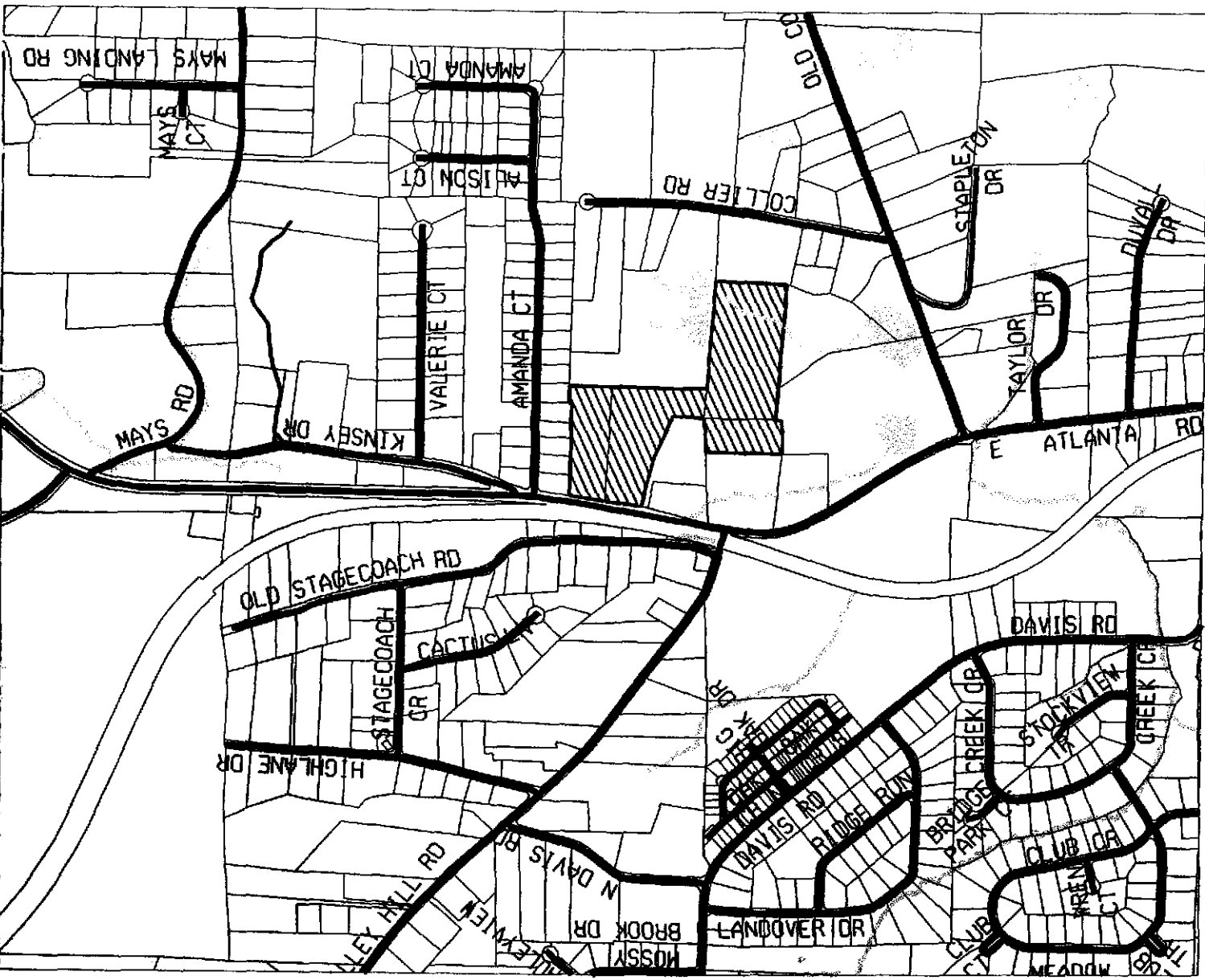
Planning Commission recommends **Denial** of Paul Reed request from RA (Residential Agricultural) to RM-3 (Multi-Family Residence - Townhouse) based on inconsistency with the Future Land Use Map.

Attachments

- Aerial Map
- Tax Map
- Street Locator Map
- Zoning Application
- Campaign Disclosure Form
- Letter of Ownership
- Letter of Intent
- Henry County Water and Sewerage Authority Letter
- City of Stockbridge Letter
- Conceptual Plan
- Survey Plat
- Planning Commission Meeting Minutes; July 24, 2003







**Henry County Planning & Zoning Petition for
Rezoning, Conditional Use, Variance and other
Board of Commissioners or City Appeals**

Name: Paul Reed, Pro-Dev, Inc. Date: March 24, 2003 Phone: 404/597-6756
Address: Post Office Box 71988 Pgr/Cell: N/A
City: Newnan State: GA Zip: 30271 Fax: 404/355-6552
E-mail: N/A

The above named person, who affirms that they are the owner, or agent of the owner of the property described below, requests:

Indicate the type of request/appeal with an X:

Conditional Use: _____ Rezoning: X Variance: _____ Conditional Exception: _____

Modifications to Zoning Conditions: _____

Appeal Administrative _____ Non Conforming Use; Extension or Enlargement _____

Total Amount Paid \$ 1,500.00 Cash / Check# 1454 Received By: KS (FEES ARE NON-REFUNDABLE)

Zoning Request from RA to RM3
(Present Zoning) (Requested Zoning)

For the Purpose of Condominium Use
(Type of Development)

Location (Attach Plat) Off of East Atlanta Road
(Street Address, if Applicable, Nearest Intersection, Etc.)

Size of Tract: 25.8 (+/-) acres acre(s) Land Lot(s): 68, 69 & 93 District(s): 12th

Hannah L. Combs
Witness - signature

Signature of Owners

Witness - print

Leslie A. Norsworthy
Notary

Name of Owners

Signature of Agent

(For Office Use Only)

Received by: _____

Pre-application meeting: _____ Date: _____

Application checked by: _____ Date: _____

Map#(s): 29, 48

Recommendation of Planning Commission:

BOC Decision: _____

Planning Director's Signature: _____ Date: _____

Applicant Campaign Disclosure Form¹

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Henry County Board of Commissioners or Planning Commission who will consider the application?

Yes ☐ No ☒

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Henry County Board of Commissioners within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Commissioner/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this _____ day of _____, 2003.

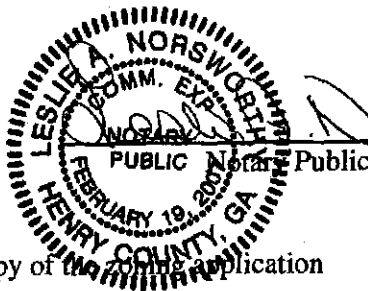
Paul Reed
Applicant's Name - Printed

[Signature]
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25 day of MARCH, 2003.



[Signature]
Notary Public

¹Copy to be filed with planning & zoning along with a copy of the zoning application

²Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

February 3, 2003

Mr. Dale Hall
Henry County Planning & Zoning Commission
140 Henry Parkway
McDonough, GA 30253

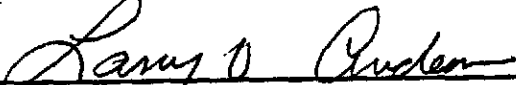
Mr. Hall:

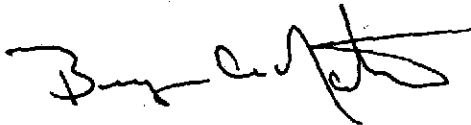
I confirm that I, Richard Arlen Pierce, am the owner of 10 acres in Land Lot 93, 12th Land District, in Henry County, Georgia, said property also being known as 438 E. Atlanta Road, Stockbridge, Georgia, 30281.

I hereby grant the agent the authority to apply for the rezoning of the property on my behalf.

The agent(s) will be Paul S. Reed & Greg Nobles.


Applicant - Richard Arlen Pierce


Witness



NOTARY PUBLIC, CLAYTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MARCH 30, 2004

February 3, 2003

Mr. Dale Hall
Henry County Planning & Zoning Commission
140 Henry Parkway
McDonough, GA 30253

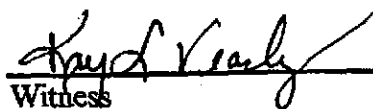
Mr. Hall:

We confirm that we, Whiddon Associates, LLP, are the owners of 15 acres in Land Lot 92, 12th Land District, in Henry County, Georgia, said property also being known as 364 E. Atlanta Road, Stockbridge, Georgia, 30281.

We hereby grant the agent the authority to apply for the rezoning of the property on our behalf.

The agent will be Paul S. Reed.

 
Applicant - Whiddon Associates, LLP


Witness

MOORE BASS CONSULTING, INC.

LAND USE PLANNING • ENGINEERING DESIGN • ENVIRONMENTAL PERMITTING • LANDSCAPE ARCHITECTURE • SURVEYING



March 24, 2003

Mr. Dale A. Hall, RLA, ASLA
Henry County Planning and Development
140 Henry Parkway
McDonough, Georgia 30253

Re: Rezoning – 25.8 Acres East Atlanta Road
Henry County, Georgia
MB Project No. A1011.0002.00 / 03-010

Dear Mr. Hall:

This Letter of Intent is to seek permission for Pro-Dev, Inc. to rezone the property located in Land Lot 68, 69 & 93 of the 12th District. The property fronts onto East Atlanta Road and is said to be 25.8 +/- acres. The current zoning is RA and we seek to rezone the property to RM3. This would allow Pro-Dev, Inc. to economically develop the property for condominium use.

Please call me with any questions or comments you may have.

Sincerely,
Moore Bass Consulting, Inc.



Stephen D. Moore

Enclosure(s)

cc: Mr. Paul Reed – Pro-Dev, Inc.

LTR of Intent HCPD East Atlanta Res REV3-24-03.doc



Henry County Water & Sewerage Authority

Engineering Department
1695 Highway 20 West McDonough, GA 30253
(770) 914-3688 (770) 914-3359 Fax

PAID
January 17, 2003

Henry County Community Development
140 Henry Parkway
McDonough, Georgia 30253

Re: Proposed commercial and townhomes
Intersection of Valley Hill and East Atlanta Road
LL 99, District 12; 70 acres
Henry County, GA

Public water is available to the above site. A fire flow test conducted in the area revealed the following data.

Static:	112 psi
Residual:	92 psi
Flow:	1405 gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for commercial development as well as the minimum of 20 psi residual pressure at 750 gpm for residential development as established by Henry County Board of Commissioners.

Public sewer service is not available from HCWSA at this time.

In consideration of the above information, the Authority has no objections to this development.

HENRY COUNTY WATER and SEWERAGE AUTHORITY

Tony V. Carnell

Tony V. Carnell
Engineer

Faxed: 4-355-6552 - Paul Reed



City of Stockbridge

4545 North Henry Boulevard • Stockbridge, Georgia 30281
Phone: (770) 389-7900 • Fax: (770) 389-7912
e-mail: cityball@cityofstockbridge.com

MAYOR

R. G. Kelley

COUNCIL MEMBERS

Harold Cochran

Fred Evans

W. A. Gardner

Ronnie Simmons

Fletcher Turner, Jr.

CITY MANAGER

Ted Strickland

CITY CLERK

Merle Manders

January 21, 2003

TO WHOM IT MAY CONCERN:

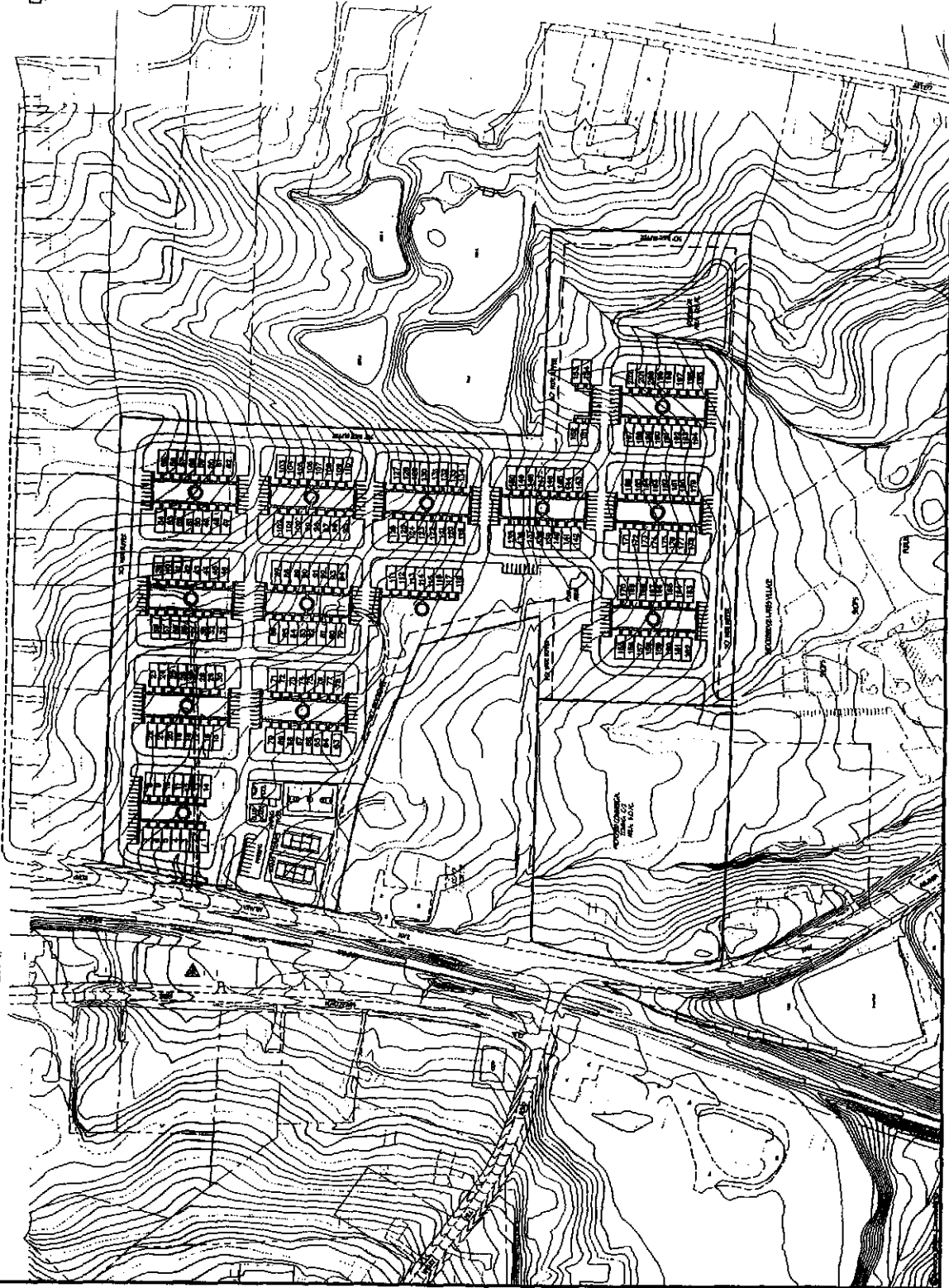
The City of Stockbridge will provide sewer services for the 30 acres adjacent to the Stockbridge Lakes Shopping Center located on East Atlanta Road. This property is presently owned by Ed Whiddon (15 acres), Larry Don Anderson (5 Acres), and Richard Arlen Pierce (10 Acres).

Charlene W. Cheatwood
Utility Clerk

East Atlanta Condominiums

CONCEPTUAL MASTER PLAN

GRAPHIC SCALE



DEVELOPMENT DATA

1. DEVELOPER: MOORE BASS CONSULTING, INC.
1000 BROAD STREET, SUITE 100
NORTON, MASSACHUSETTS 01946
PHONE: 508/541-1000
2. OWNER: MOORE BASS CONSULTING, INC.
1000 BROAD STREET, SUITE 100
NORTON, MASSACHUSETTS 01946
PHONE: 508/541-1000
3. DEVELOPMENT DESCRIPTION:
A. TYPE OF DEVELOPMENT: CONDOMINIUMS
B. TOTAL SITE AREA: 2.5 AC.
C. TOTAL BUILDING AREA: 100,000 SQ. FT.
D. TOTAL UNIT COUNT: 100 UNITS
E. TOTAL GARAGE COUNT: 100 GARAGES
F. TOTAL PARKING COUNT: 100 SPACES
G. TOTAL PLAY AREA: 10,000 SQ. FT.
H. TOTAL WALKING PATH: 1.0 MILE
I. TOTAL LANDSCAPING: 10,000 SQ. FT.
J. TOTAL FURNITURE: 100 PIECES
K. TOTAL LIGHTING: 100 LUMENS
L. TOTAL SECURITY: 100 CAMERAS
M. TOTAL MAINTENANCE: 100 HOURS
N. TOTAL INSURANCE: 100 POLICIES
O. TOTAL LEGAL: 100 HOURS
P. TOTAL FINANCIAL: 100 DOLLARS
Q. TOTAL ENVIRONMENTAL: 100 HOURS
R. TOTAL SOCIAL: 100 HOURS
S. TOTAL CULTURAL: 100 HOURS
T. TOTAL ECONOMIC: 100 HOURS
U. TOTAL POLITICAL: 100 HOURS
V. TOTAL EDUCATIONAL: 100 HOURS
W. TOTAL HEALTHCARE: 100 HOURS
X. TOTAL RECREATION: 100 HOURS
Y. TOTAL ARTS AND CULTURE: 100 HOURS
Z. TOTAL COMMUNITY: 100 HOURS

NOTES:
THE ACTUAL LOT COUNT MAY CHANGE ONCE FINAL ENGINEERING PLANS ARE COMPLETE.
ADDITIONAL STREETS, UTILITIES, FLOODING, ETC. MAY BE REQUIRED TO COMPLEMENT THE ADDITIONAL IMPROVEMENTS.



Moore Bass CONSULTING 1000 BROAD STREET, SUITE 100 NORTON, MASSACHUSETTS 01946 PHONE: 508/541-1000		PROJECT NAME EAST ATLANTA CONDOMINIUMS	CLIENT NAME MOORE BASS CONSULTING, INC.	SHEET TITLE CONCEPTUAL MASTER PLAN	SHEET NO. 1.0
---	--	---	--	---------------------------------------	------------------

Prepared by:
 Joe E. Burns, Jr.
 Henry Co. Surveyor
 McDonough, Georgia
 Tel# 957-4614

EAST ATLANTA ROAD

N/F LARRY D. ANDERSON PROPERTY

S.89°42'00"E
 986.5'

N.09°30'00"E
 248.0'

**10.5
 ACRES**

HOUSE

250.56'
 N.80°32'21"W

DRIVEWAY

N/F L. W. STOKES PROPERTY

N/F BILLY N. EVANS
 PROPERTY

88°6'52"
 W.103°38'8"E

SURVEY MADE FOR:

RICHARD A. PIERCE

PROPERTY LOCATED IN:
 LAND LOT 93 -- 12th DISTRICT
 HENRY COUNTY, GEORGIA
 Scale: 1" = 100' -- June 18, 1992

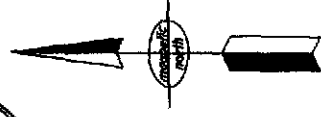
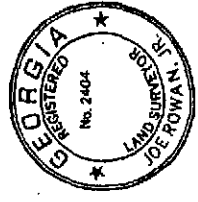


N/F BEN F. HOLLAND PROPERTY

392.5'
 N.88°36'00"W

Land Lot Line

1866.41' ALONG LAND
 LOT LINE TO SOUTH EAST
 CORNER OF LAND LOT 93.



REFERENCES:
 INFORMATION ON THIS PLAT TAKEN FROM SURVEYS
 MADE FOR ARTHUR B. AND MARY JO NOTTON BY LEWIS
 HARRIS DATED 2-23-87 AND TWO SURVEYS FOR RICHARD A.
 PIERCE DATED 7-20-70 AND 1-14-70 BY JOE HOWARD, JR.
 THIS PLAT HAS NOT BEEN MADE FROM A FIELD SURVEY.

Drawn by: Shelle -

SURVEY MADE FOR:
WHIDDON GROUP LLP
 PROPERTY LOCATED IN:
 LAND LOT 68, 69 * 12TH DISTRICT
 HENRY COUNTY, GEORGIA
 Scale: 1"=100' * 01-08-01



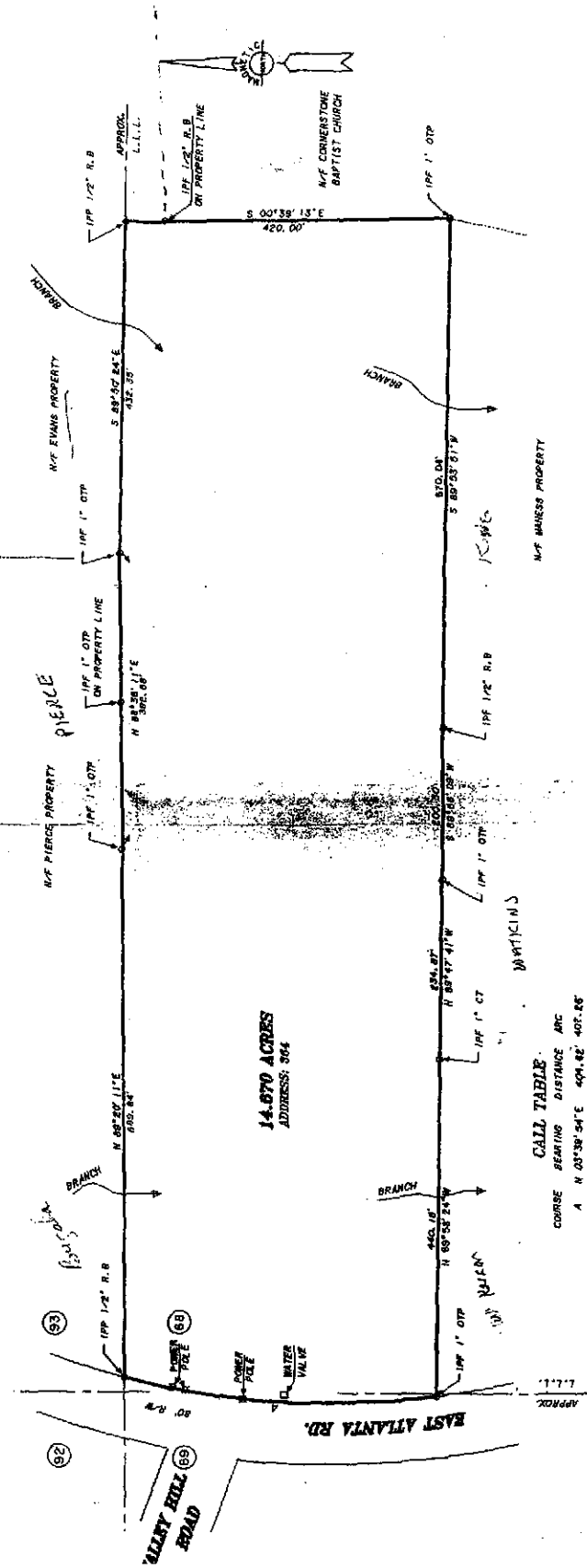
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY WHOSE NAME APPEARS IN THE TITLE HEREON AND IS NOT VALID FOR ANY OTHER PARTY.



IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE SURVEY MADE AND THE DATA HEREON SHOWN. I HAVE BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND THAT THIS PROPERTY IS OUTSIDE OF THE FLOOD HAZARD AREA.

DONALD R. HILL (G.M., R.L.S. 2472)



CALL TABLE

COURSE	BEARING	DISTANCE	ARC
A	N 03°30'54"E	404.82	407.85

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 500.00 FEET.

Prepared by:
 Joe Rocco, Land Surveying
 McDonough, Georgia
 Tel. 8 (770) 957-4614

THE EQUIPMENT USED TO MAKE THIS SURVEY WAS A SOKKIA SETTE TOTAL STATION



JOB: 0106018W

Planning Commission Meeting, July 24, 2003

RZ-03-12

Paul Reed of Newnan, GA requests a rezoning from RA (Residential Agricultural) to RM-3 (Multiple-Family Condominiums) in Land Lots 68, 69, & 93 of the 12th District, for property located on East Atlanta Road, near Valley Hill Road. The property contains 25.8 +/- acres and the request is for Multiple-Family Residential Condominiums. **City of Stockbridge.**

Recommendation:

Planning Staff recommends **Denial** of Paul Reed request from RA (Residential Agricultural) to RM-3 (Multi-Family Residence - Townhouse) based on inconsistency with the Future Land Use Map.

Kimberly Smith introduced the item; Taurus Freeman, Planner I, represented Staff.

Paul Reed: "I am trying to rezone the 25.8 acres to condominiums RM-3. I am trying to get the eight (8) units per acre by adding all the amenities that we can and complying with the Henry County zoning regulations and the City of Stockbridge."

Chairman Schafer: "Are you familiar with the Planning Staffs report on this item?"

Paul Reed: "Yes I am and I don't have any objections to any of their comments. I apologize that some of those were not on the report. The only thing that I ask is that when we have a chance to do the trees, I would like a landscaper to do a landscape plan for that. All the other regulations like the building heights and the square footages, we are ready to follow your regulations as they were."

Chairman Schafer: "Sir, I take that you are familiar with the Staff recommendation for denial as this does not meet the Land Use Map or the Joint Comprehensive Development Plan?"

Paul Reed: "Correct."

Chairman Schafer: "In looking at the Staff report I have a couple of comments before I ask the Planning Board for questions. If you look at page 2, table 1.0 that the Staff has provided, talking about the ordinance requirements versus what is proposed. There are four items there that are not in compliance; the building setback, the distance between the buildings, the maximum height and the minimum floor area. Are you aware that those are not in compliance?"

Paul Reed: "They were not given. They were just left off the plat. We plan on complying with all of those."

Chairman Schafer: "One other question. It looks as if there will be approximately 202 units?"

Paul Reed: "Correct."

Chairman Schafer: "I am just questioning, have you thought about the impact that will have on East Atlanta Road? I believe we were talking in our 6:30 workshop session about if we have 202 units they will range between eight (8) to twelve (12) trips per day per unit. We are talking about roughly two thousand (2,000) trips per day. I was just curious has any thought been given as far as impact on that roadway system?"

Paul Reed: "Right. East Atlanta Road is a major arterial, but also, and I don't think it is shown on the plat you have in the report, we plan on having a road through the commercial piece that ties into the light at Valley Hill. That way you will have two (2) entrances onto East Atlanta and you will have a light where you can actually cross over it to go up Valley Hill. What I was told by the DOT, Highway 42 is planning on being widened and also Valley Hill is planning on being widened. That should help alleviate some of that traffic."

Ray McDonald: "You said 42. Do you mean East Atlanta Road?"

Paul Reed: "No sir, I'm saying that East Atlanta can be widened but that (Highway 42) is the main road to East Atlanta from I-675."

Chairman Schafer entertained questions from the Board for the applicant.

Michael Eddy: "May I ask on the use of condominiums, are these purchase properties or are these rental properties?"

Paul Reed: "No, Stockbridge will not allow rentals in the building itself."

Michael Eddy: "What would they go for? I see that you said you agreed with the Staff recommendations. Out of curiosity, what would these be like?"

Paul Reed: "What we are trying to do is with an all brick building. We will probably be in the price range of 120 to 130s. There other developments around us that have single-family homes on 18,000 square foot lots. We are trying to make sure we can get under them price wise. That is going to be hard, but we are going to try and do that with an all the requirements that the City of Stockbridge has."

Michael Eddy: "I do want to make a comment that this is going to have a serious impact on the school system in itself. The City of Stockbridge has put in several developments that have been multiple dwellings and like wise the school system is already at maximum capacity due to those facilities. What you are asking for here likewise would have a significant impact."

Chairman Schafer: "Two more questions for you sir. Are these condo buildings going to have elevators in them?"

Paul Reed: "No sir. What we trying to do is a two-story town home look. (Mr. Reed distributed some pictures of what he planned to build.) What we are trying to do, on the plat it shows it with steps, but we are going to have a two-story condo. There will be rear garages so you will have a courtyard with no garage looking at you."

Chairman Schafer: "So each unit is multi-level?"

Paul Reed: "Right."

Chairman Chafer: "I think it is important to note that even though the Staff is recommending denial because it doesn't meet the Future Land Use Map, that this request does have some merit given that this property abuts an emerging commercial node to the south. I know the report states that this does have some merit as far as that is concerned."

Paul Reed: "Right. We will probably tie the town homes into the commercial piece and the Publix shopping center. There are sidewalks and also we have a park and walk across the street there. We are going to try something where the people can use the park. I have a note where we can probably do some joint things in the park with the City since they already have walking trails, tennis courts, and everything there already. We may share on some of the amenities."

Michael Eddy: "What they are asking for in the amenities package, you are saying there is going to be a pool, tennis courts, basketball?"

Paul Reed: "Right that way we can have an increase of units per acre with the advised per points amenities. This is my first time down in Henry County or the City of Stockbridge. In other counties you can give money to the city or the county and they can improve something like a park. So I can add something to the park and have as many amenities in the project. Or they may say they want better sidewalks or a crossing so they can walk to the park; some of those types of things that we have negotiated in the past for more units. We give them the money and they use where they think it would be best."

Michael Eddy: "What type of buffer would be surrounding these condominiums. They will be butting up to residential areas. Will there be a fence or a buffer?"

Paul Reed: "I think it is an undisturbed buffer, I think it is a forty foot (40') or forty-five foot (45) setback."

Michael Eddy: "Staff, what type of a buffer would have to be between this and the adjacent property? Will it require a fence, undisturbed buffer?"

Paul Reed: "I am showing a thirty foot (30') undisturbed buffer. That is one of their ordinance requirements."

Bill McLeer: "Under the maximum allowable density the ordinance calls for six (6) dwelling units per acre. You are proposing 7.89 dwelling units. Are you going to do that or would you consider six (6) dwelling units per acre?"

Paul Reed: "I need to do eight (8) units per acre because the cost of the land was based on eight (8) units per acre with the extra amenities thrown in and the point system with walking trails and sidewalks. We are asking for eight (8) units."

Bill McLeer: "So you wouldn't negotiate that at this time?"

Paul Reed: "I would have to negotiate with the land owners also. I am not sure I can give an answer to that."

Bill McLeer: "Are you willing to do a traffic impact study on that?"

Paul Reed: "Would that hold up the vote tonight?"

Bill McLeer: "I don't think it would hold up the vote. I think it would be needed before it goes to the Board of Commissioners."

Chairman Schafer: "I think you can make it a recommendation that before it goes to the City of Stockbridge that you would recommend a traffic impact study."

Kimberly Smith: "I'm sorry about the wait, but it is a thirty foot (30') buffer that is required. What was the second question?"

Chairman Schafer: "Bill was talking about a traffic impact study. If we were to recommend one, all we can do is recommend it, and then before it goes to the City of Stockbridge. I don't think it would necessarily be required if we recommended it or not?"

Kimberly Smith: "It would not be required but you can certainly recommend that he submit one."

Paul Reed: "My question is that with the make up of that land being on a major arterial is there one necessary?"

Bill McLeer: "I think with the amount of traffic, roughly 2,000 trips per day, I think it is a requirement in the ordinance; but I don't know the City of Stockbridge."

Ray McDonald: "Do you think it would change anything if we make him do a traffic study Bill?"

Bill McLeer: "I think it would make a difference in my looking at how much of an impact it is going to have. Obviously we don't know and it would sure be nice to know exactly what is coming for the residents in that area."

Kimberly Smith: "There are certain criteria where traffic impact studies are required, but I do not think that this development trips that threshold."

Scott McCarter: "I have a question for Staff about the Stockbridge Ordinance. Does it have some stipulations in it like the City of Locust Grove's ordinance has where with additional amenities there can possibly be some additional units per acre?"

Kimberly Smith: "Yes, with additional amenities there can be up to eight (8) units as a maximum."

Chairman Schafer asked for anyone wishing to speak in favor of or opposition to this request. The Chairman gave instructions for public comment and reminded the audience of the total time allowed for public comment.

April Seay, 80 Amanda Court, Stockbridge: "I live in the neighborhood which is directly next to the property that Mr. Reed is looking to develop. This development would essentially be in the back yard of myself as well as eight (8) other homes on the right hand side of Amanda Court as you turn into the neighborhood. I have been through my neighborhood door to door. I have here a copy of a petition as well as an overall consensus of the feelings of the residents of the neighborhood. If you would allow me to just read from that. The neighborhood consists of 69 homes on Amanda and Allison courts. Fifty (5) of those residences do not want any type of multi-family residential housing on this property. Four (4) of the homes in this neighborhood are rental and empty. Ten (10) residents weren't able to be contacted and so on down the line. I do have copies for the Chairman and the representative for Stockbridge. Several of the key concerns for our neighborhood have actually already been addressed by the Board members. We all feel very strongly that in particular the traffic congestion on East Atlanta Road regardless of a connection to the Valley Hill red light would still be a tremendous undertaking for us as there is no red light intersection for our neighborhood. We already have treacherous condition even making a left or right hand turn out of the neighborhood there. We are concerned about the schools as well. There is a development currently being built on Valley Hill Road that doesn't even have residents in it yet and that additional traffic plus something of this nature; we just don't see any positive nature to this type of development being this close to our neighborhood. At this time I will give someone else the opportunity."

Wayne Fenchi, 160 Amanda Court, Stockbridge: "He made the statement a minute ago about Highway 42 being widened. Friends of mine at DOT say it is not in the works. We are concerned about the school system. It is also a real hard time getting out onto these roads and getting into Stockbridge by itself. 42 Highway stays backed up in the afternoon all the way from I-675 all the way into Stockbridge. I see no plans for Valley Hill to be widened. I also understand there are some apartments fixing to be built on Stage Coach right down the street from us. That is going to impose another impact on our schools. We all in the neighborhood wish you would turn it down. Thank you."

Rodney Hardy, 10 Amanda Court, Stockbridge: "I live on the corner so I have many personal reasons for not wanting this but I won't go into details. The complex will essentially be right in my back yard. We have already talked about the traffic, but also you have to realize that when a complex of that magnitude does go in there is going to be a lot of pedestrian traffic. That would be my biggest concern, especially. We all know about the car traffic, but the area is not built up enough and it is very dangerous for pedestrian traffic. With that kind of complex you are going to have pedestrian traffic. There is no way around it. I think for the safety and benefit of all and along with the rest of my neighbors, I hope you do take very careful consideration of the roads and the surrounding area. It is not built for that. We have always had a quite residential neighborhood and that is the way we would like to keep it."

James Swafford, 320 Amanda Court: "My concern for all of this is great. You have already mentioned the schools. My daughters are a product of the school system and we are aware of the problems about how traffic has been. What I would like to talk about is noise factors. There is a railroad track right across the street. It will make a tremendous amount of noise once you get that kind of complex built. I think that area could be better used if it were used for a relocation of the library or a senior citizens center. That type of thing would be a much better use and could be tied to the commercial area down there. I am not trying to deny anybody a place to live or make a living or anything like that, but my main concern is the traffic there on East Atlanta Road is like asking for an accident to happen because if you come out of Amanda Court and make a left hand turn coming up East Atlanta Road there is a very blind hill situation. Sometimes I have had real close calls there. It is a very big concern of mine. Naturally when you have family residences like that built, you are going to have more families moving there and you will have more teenagers will have cars. There is a lot of congestion in that area and I don't think East Atlanta Road is ready for that kind of traffic; amongst other concerns that I haven't mentioned. My wife is concerned about it. My daughters are still students in this area. They are concerned about it as well. I am sure there are a lot more people here that would like to voice that too. I thank you for your time."

James Summers, 20 Amanda Court: "This would be right in my back yard. I can envision all the trees being cut down like the complex near Clayton County up the road. They took every tree down. I can imagine all the dust in the air and getting in my pool and home. This is just too much for that area."

J. Wayne Caves, 170 Amanda Court: "My complaint is that if you take down all the trees around the areas. There is wild life, deer and other animals that come into the area. We have two types of woodpeckers that are endangered species. We have other animals that come in. We used to have quail that came in around the back area. Since we have had all the construction and building going on they have left. If you keep taking out the trees and shrubbery and things like that they are not going to have anywhere to live. Plus this condominium stuff will bring in crime and riff raff around and we don't want that in our neighborhood either. It has already started in Stockbridge already. That is all I have to say."

Max Anderson, 200 Amanda Court: "I have lived in Oak Hill Subdivision for a long time, twenty-seven (27) years. The impact of this building project will be ridiculous. He was talking about the red light at Valley Hill Road. Right now if the train is coming traffic is backed up for blocks. They are going to build 202 houses there, that is going to be at least 404 more cars. He made a remark about DOT going to do something. In today's paper, they spent 22 million dollars in Henry County for roads and East Atlanta Road was not listed on there. The school traffic is backed up from Old Conyers Road to 42 Highway. The school system; this is the County say today about it, that for every 109 students added to the thirty thousand (30,000) they have in school now they estimate nine (9) more trailers. They have 375 trailers now. This is going to impact Cotton Indian Creek, Stockbridge Elementary School, and the new school on Walt Stephenson. Besides this they have a large complex going up behind the Post Office. There is no way the roads right now can stand it. This is what the County is saying. We cannot

stop progress, we can't stop the growth, but we can try to control it. I am asking you to take this into consideration."

Ray McDonald: "How far will your property be from Publix?"

Paul Reed: "Right next door."

Ray McDonald: "Do they meet?"

Paul Reed: "We will have a drive that will go from the commercial residential that will actually go into Publix. I would like to say that the project does have merit. There is industrial across from it and commercial right by it. There will be a transitional buffer from the commercial. It makes sense when you have commercial for high-density multi-family to be located near."

Chairman Schafer reread the item and entertained the motion.

Ray McDonald: "Mr. Chairman, while this request may have some merit it still does not meet the Land Use Plan. Therefore I move for denial." Michael Eddy seconded the motion. The vote was unanimous to deny this request.

FIND ASSASSIN VARIATION PLURITIES ONLY		SHEET NO.
TITLE VARIATION AND	RECEIVED DATE	
HENRY COUNTY		
GEORGIA		
DATE:	CALL BY:	SB15

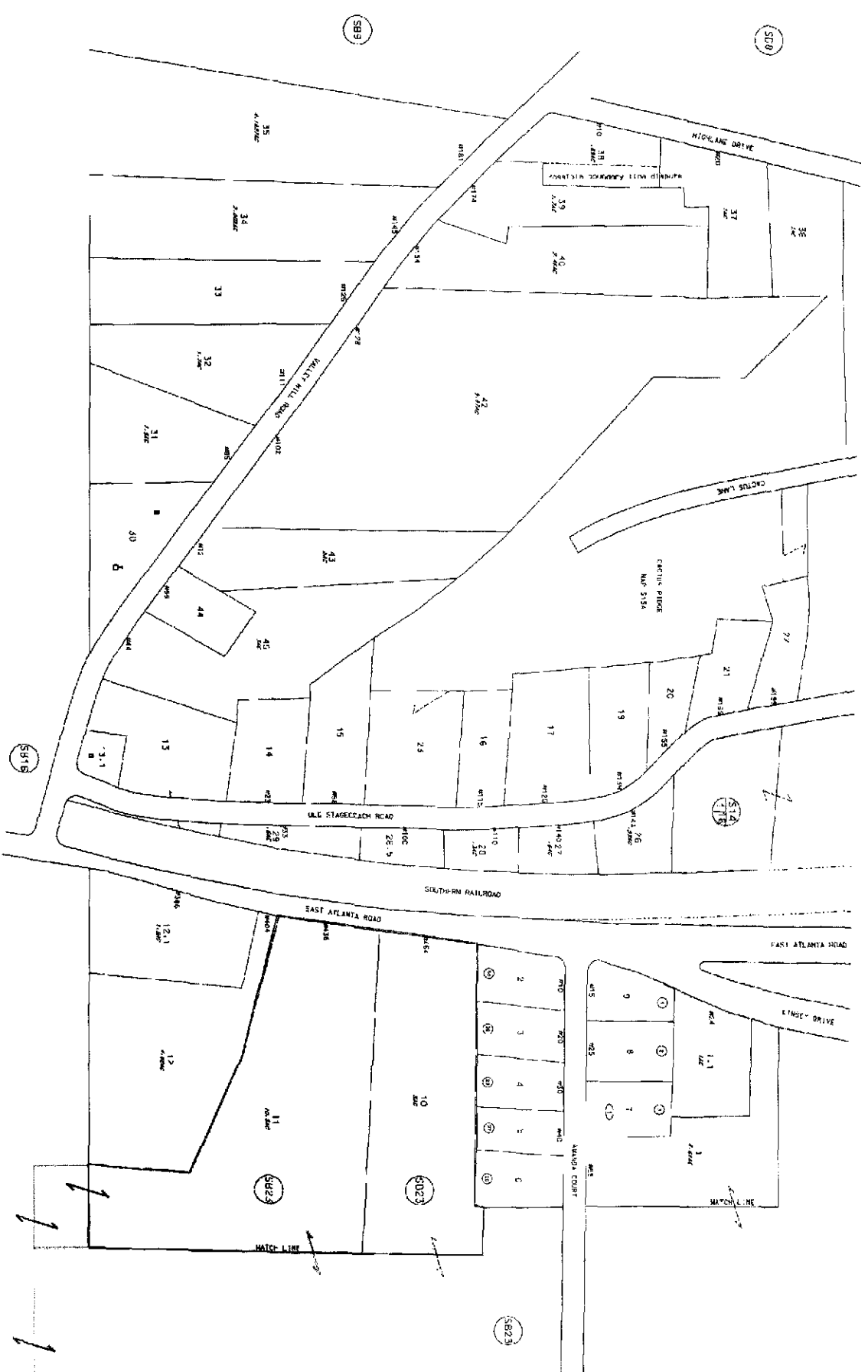


EXHIBIT "C"

CONDITIONS

This rezoning will not become effective until the Property owner executes a Development Agreement with the City which embodies the following conditions.

- a. All requirements, not specifically waived by variance, of the RM zoning ordinance, number 03-60, effective as of March 10, 2003 shall be met.
- b. The maximum height shall be shown on the site plan.
- c. All condominiums and townhomes shall have a mixture of front façade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design proticos.
- d. Owner shall submit elevations of the building to the Planning and Zoning Department.
- e. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.
- f. Each unit shall have different brick, stucco and masonry theme from the other attached units.
- g. Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines; shall have a minimum of two and one-half (2.5) caliper (d.b.h.); shall have a minimum twenty-four square foot (24 sq. ft.) planting area; and shall be spaced an average of forty-five feet (45') apart. Street trees shall consist of ginko (non-fruit bearing), Japanese zekova and/or oak family type.
- h. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
- i. Sidewalks shall be installed to connect adjacent commercial property to the south and extend to the north along East Atlanta Road.
- j. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.
- k. The Applicant submits to the City Manager six (6) legal descriptions and/or plats, certified by a surveyor licensed in the State of Georgia, of the Property.



Henry County
Department of Planning & Zoning

October 16, 2003

Paul Reed, Pro-Dev, Inc.
P. O. Box 71988
Newnan, Georgia 30271

RE: RZ-03-12

Paul Reed of Newnan, GA requests a rezoning from RA (Residential Agricultural) to RM-3 (Multiple-Family Condominiums) in Land Lots 68, 69, & 93 of the 12th District, for property located on East Atlanta Road, near Valley Hill Road. The property contains 25.8 +/- acres and the request is for Multiple-Family Residential Condominiums. **City of Stockbridge.**

RZ-03-13

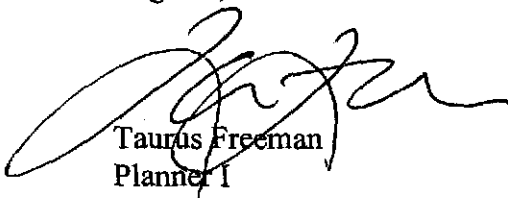
Paul Reed of Newnan, GA requests a rezoning from RA (Residential Agricultural) to C-2 (General Commercial) in Land Lots 68 & 69 of the 12th District, for property located on East Atlanta Road, near Valley Hill Road. The property contains 5.0 +/- acres and the request is for a commercial development. **City of Stockbridge.**

To Whom It May Concern:

This letter is to advise you that the Stockbridge City Council approved the above request on September 8, 2003 with conditions set forth in Exhibit "C" of the Rezoning Ordinance.

If I can be of further assistance I can be reached at (770) 954-2457.

Regards,



Taurus Freeman
Planner I

TF/dth

cc: Merle Manders, City Clerk, City of Stockbridge
Doug Gilbert, Building Department Director
Michael Abraham, Assistant Director
Santo Bowles, Chief Residential Inspector
Zoning File

Charlie Reddoch, Tax Assessors Director
Steve Schafer, Development Plan Review Director
Jane Allison, Building Department
Correspondence File

\\Aaahcbo1\HDir\planning.co.henry.ga.us\City\Stockbridge\Zoning Letters 2003\Paul Reed, Rz-03-12S, RZ-03-13S, 9-8-03.doc

140 Henry Parkway • McDonough, Georgia 30253
MAIN: (770) 954-2457, (770) 954-2458 • FAX: (770) 954-2958

Dianne Holliday

From: Jenine Sohler [jsohler@swblawfirm.com]
Sent: Thursday, October 16, 2003 11:33 AM
To: dholliday@co.henry.ga.us
Subject: Paul Reed Rezoning

EXHIBIT "C"

CONDITIONS

This rezoning will not become effective until the Property owner executes a Development Agreement with the City which embodies the following conditions.

- a. All requirements, not specifically waived by variance, of the RM zoning ordinance, number 03-60, effective as of March 10, 2003 shall be met.
- b. The maximum height shall be shown on the site plan.
- c. All condominiums and townhomes shall have a mixture of front façade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design proticos.
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- g. Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines; shall have a minimum of two and one-half (2.5) caliper (d.b.h.); shall have a minimum twenty-four square foot (24 sq. ft.) planting area; and shall be spaced an average of forty-five feet (45') apart. Street trees shall consist of ginko (non-fruit bearing), Japanese zekova and/or oak family type.
- h. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
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- j. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

The Applicant submits to the City Manager six (6) legal descriptions and/or plats, certified by a surveyor licensed in the State of Georgia, of the Property.

Jenine Sohler

SMITH, WELCH & BRITTAIN

Telephone: (770) 957-3937

Direct Dial: (678) 583-4804

Facsimile: (770) 957-9165

E-mail: jsohler@swblawfirm.com

Please visit our website: www.swblawfirm.com

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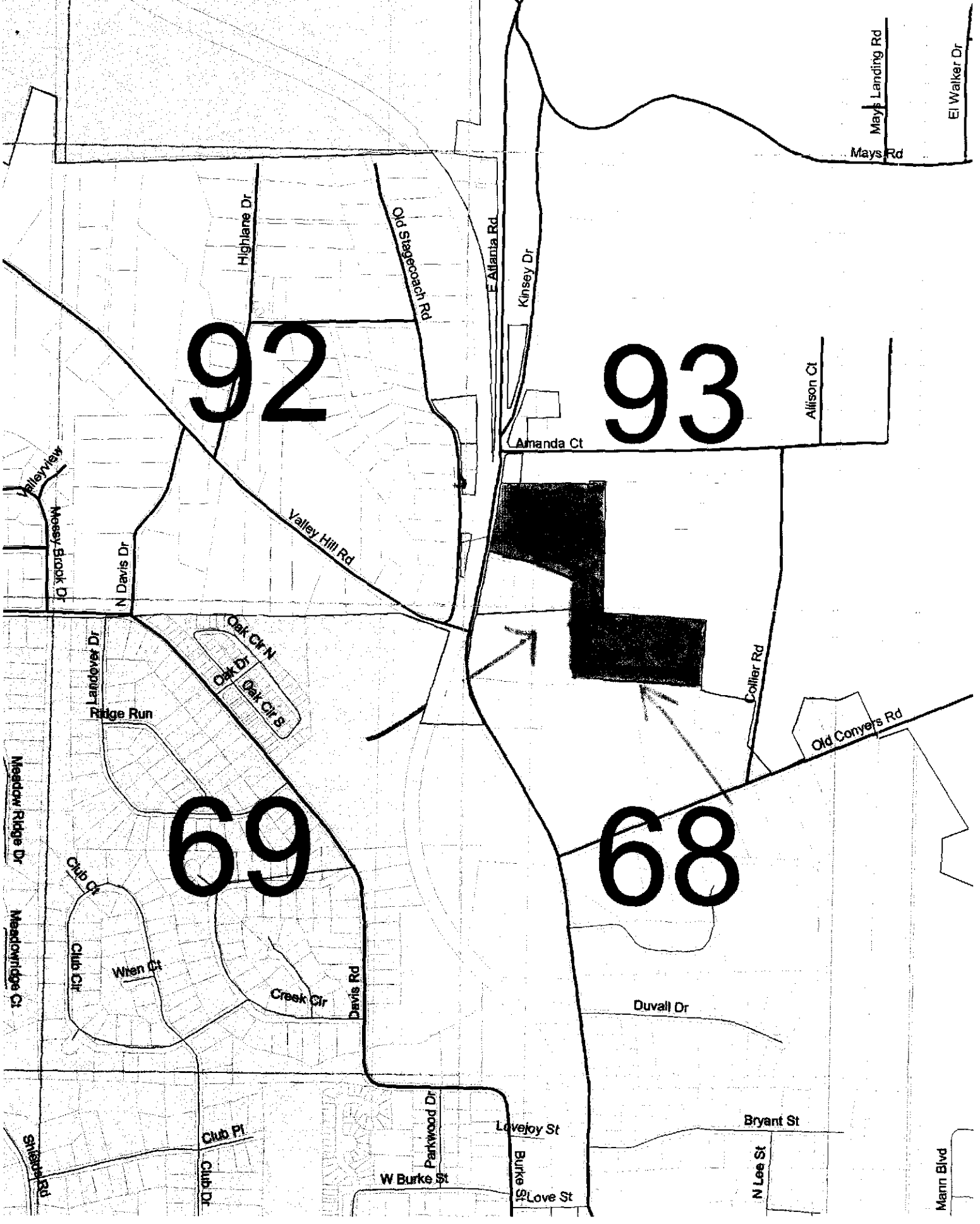
10/16/2003

92

93

69

68



SMITH, WELCH & BRITTAIN

ATTORNEYS AT LAW

ERNEST M. SMITH (1911-1992)
A. J. WELCH, JR.
J. MARK BRITTAIN
E. GILMORE MAXWELL (TN & GA)
BYRD GARLAND
BRUCE MCFARLAND
JOHN P. WEBB
C. WALTER PENDERGRASS, III
WILLIAM A. WHITE

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October 26, 2004

L. SCOTT MAYFIELD
JOHNNY D. LATZAK, JR.
ANDREW J. WELCH, III (NY & GA)
TERRI S. SUTTON
ANNA C. DOUGHERTY
PANDORA E. HUNT (HI & GA)
EARNELLE P. WINFREY
CARA WELCH

received
10-27-2004

Chris Mercer
Henry County Development Plan Review
140 Henry Parkway
McDonough, Georgia 30253

Re: **City of Stockbridge - Pro-Dev, Inc. Rezoning Request - RZ-03-12-S**

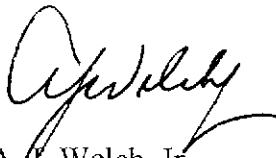
Dear Chris:

Please be advised that zoning for this property is not complete because the applicant has failed to execute the Development Agreement. Therefore, the City respectfully requests your Department not review any developments plans submitted for this property until further notified by the City or our office. Should you have any questions regarding this matter, do not hesitate to contact me.

With kindest regards, I am,

Sincerely,

SMITH, WELCH & BRITTAIN


A. J. Welch, Jr.

AJWjr/js

cc: Ted Strickland, City of Stockbridge
Paul Reed, Pro-Dev, Inc.
Ray Gibson, Henry County Planning and Zoning

SMITH, WELCH & BRITTAIN

ATTORNEYS AT LAW

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August 6, 2004

8-10-2004
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TERRI S. SUTTON
AMBER R. HOLLOWAY
ANNA C. DOUGHERTY
PANDORA E. HUNT (HI & GA)
EARNELLE P. WINFREY

Paul Reed
Pro-Dev, Inc.
Post Office Box 71988
Newnan, Georgia 30271

Re: **City of Stockbridge**

Dear Mr. Reed:

On March 18, 2004, your office receipted for a draft Development Agreement between the City of Stockbridge and Pro-Dev, Inc. for final review. During the first week of April 2004, you notified our office that you had plans to meet with representatives of Henry County and the Stockbridge City Manager, Ted Strickland, regarding this project. As to date, our office has not received a response to your review of the Development Agreement nor have we received an executed copy.

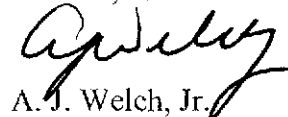
Please note that the rezoning granted to this property on September 8, 2003 is not effective until a Development Agreement has been executed by all of the parties. Therefore, enclosed is an original Development Agreement for your review and execution. The City will not review nor approve any plans for this project until the Development Agreement has been signed.

Should you have any questions regarding this matter, please do not hesitate to contact me.

With kindest regards, I am,

Sincerely,

SMITH, WELCH & BRITTAIN


A. J. Welch, Jr.

AJWjr/js
Enclosure
cc: Ted Strickland, City of Stockbridge

*Future Townhome
on East Atlanta Road*

CITY OF STOCKBRIDGE

4545 North Henry Boulevard
STOCKBRIDGE, GEORGIA 30281
PHONE (770) 389-7900
FAX (770) 389-7912

DATE: September 25, 2003

TO: Jenine
Smith, Welch & Brittain
PO Box 10
McDonough, GA 30253

FROM: Merle Manders
City Clerk

SUBJECT: September 8, 2003
City Council Document copies

MESSAGE
Enclosed

Ordinance

- 03-74 Amend Alcohol Ordinance to "Pricing, Delivery and Consumption Requirements"
- 03-75 Day Care Center Amendments-Delete Requirement to Provide City w/Names of Children & Parents
- 03-76 To Amend Church Ordinance

Rezoning Ordinance

- 03-156 Paul Reed, Pro-Dev. Inc.
Location E. Atlanta near Valley Hill, 5 acres
- 03-157 Paul Reed, Pro-Dev. Inc.
Location: E Atlanta near Valley Hill Rd, 25 +acres

Conditional Use

- 03-01 Gary Barnes-Church Establishment-1.4 acres

Variance Ordinance

- 03-15 Gary Barnes-Purpose of Church Establishment
- 03-16 Karla Cox

LCI Proposal of Service-Jack Burnside



CITY OF STOCKBRIDGE ZONING COMPLIANCE LETTER

For 438 East Atlanta Road

April 7, 2021

Ms. Michele Battle, Esq.
Battle Law, P.C.
One West Court Square, Suite 750
Decatur, Ga 30030
mlb@battlelawpc.com
(404) 601-7616

RE: ZONING COMPLIANCE LETTER for 438 East Atlanta Road (Parcel #S15-01011000)

Dear Ms. Battle:

The City of Stockbridge has completed this zoning compliance letter using information that was gathered for your client's property at 438 East Atlanta Road within the City of Stockbridge.

PROPOSED DEVELOPMENT. We understand from your Zoning Compliance Letter Application that your client, DRB Group Georgia, LLC, wishes to purchase and build a condominium development project with 201 units on the subject property at a density of 8 units per acre under the 'RM-3' (Multiple Family Residence District—Condominiums) District. Although the property was approved for rezoning from the 'RA' (Residential-Agricultural) District to the 'RM-3' District by the Stockbridge City Council, per Rezoning Case #RZ-03-12-S, that rezoning was not completed due to the requirement that a Development Agreement be prepared and adopted by the City Council. You have submitted a proposed Development Agreement and are seeking to have it adopted so that the rezoning can be completed and the proposed condominium project can proceed. You have also

submitted a proposed Conceptual Site Plan, which differs somewhat from the Conceptual Site Plan which was proposed for the rezoning case.

EXISTING CONDITIONS. The existing conditions which we examined include the characteristics of the subject property and the surrounding land uses and zoning.

A. Property Characteristics. The Henry County Tax Assessors' property records show that the subject property consists of 25.24 acres; that it is located within Land Lot 93 of District 12; and that no buildings are currently located on it. A visual inspection of the property showed that the property is fairly level and is mostly wooded.

B. Surrounding Land Use and Zoning. The northern and eastern boundaries of the subject property coincide with the Stockbridge City Limits Line. The property is surrounded by a mixture of land uses and zoning districts, as is indicated by Table 1 within the Appendix of this letter. According to the Henry County Tax Assessors' property tax records, bordering the property to the north is the Ridge Crest Subdivision in unincorporated Henry County. To the east, at 166 and 171 Collier Road, are two parcels that are owned by Berean Christian Church, Inc., and one of them appears to be vacant. To the west, at 386 East Atlanta Road, is Rico's Mexican Restaurant. The Publix Shopping Center at 202-286 East Atlanta Road borders the southwest corner of the subject property. Other parcels within the vicinity have scattered single-family homes or are vacant.

Several zoning districts surround the subject property. To the north and east is the Stockbridge City Limits Line. To the west are located two small parcels that are zoned 'C-1' (Neighborhood Commercial) and 'C-2' (General Commercial), as well as two small parcels that are zoned 'R-2' and 'R-3' (Single-Family Residential). To the southwest, the Publix Shopping Center property is zoned 'C-2', and to the south, some vacant land is zoned 'C-3'.

FUTURE DEVELOPMENT PLANS. Several future development plans pertain to the subject property. These include the City of Stockbridge Comprehensive Plan 2018-2038, which identifies the future land use designation of the subject property; the City of Stockbridge Livable Centers Initiative ("LCI Study") 10-Year Update; and a planned transportation improvement which could have significant implications for the development of the subject property. These plans are discussed below.

A. Comprehensive Plan /Future Land Use Designation. The Stockbridge Future Land Use Map, which is a part of the City of Stockbridge 2018-2038 Comprehensive Plan, shows that your client's property has a future land use designation of "Low-Density Residential", which allows a residential density of 1.25 to 2.0 units per acre. The Comprehensive Plan, which can be accessed from the City's website, states that this "designation is intended for typical, large lot residential subdivision developments." Further, it lists the compatible zoning districts as including 'RA' (Residential-Agricultural), 'R-1' (Single-Family Residential), and 'R-2' (Single-

Family Residential). From this description, the pending RM-3 zoning district would not be compatible with the subject property's future land use designation. In order to allow for the proposed density of 8 units per acre for the condominium development, the property's future land use designation would need to be changed to "High-Density Residential", which allows densities of 6 to 16 units per acre. The Comprehensive Plan also lists RM-3 as being a compatible zoning district within the High-Density Residential designation.

However, Henry County officials stated in March 2021 that the Future Land Use Map did not become legally binding until 2009, when the ULDC was adopted. Thus, rezonings could take place without properties having the correct future land use designations.

The City of Stockbridge also considers the Future Land Use Plan to be a guide for development. Based on 2003 records, it was not the intent of the City Council in 2003 to change the Future Land Use designation to High-Density Residential. The zoning conditions outlined include what is needed to construct the proposed condo development and should be adhered to. We are not requiring a Future Land Use Map amendment request be submitted for High-Density Residential classification since the zoning conditions and the forthcoming Development Agreement should be sufficient. Also, High-Density Residential allows up to 16 units per acre to be built, and we do not feel that your client's property, or other properties within the vicinity, should have such a high density.

B. Livable Centers Initiative. The City of Stockbridge Livable Centers Initiative ("LCI Study") 10-Year Update was adopted by the City on July 9, 2012. It can be accessed through the City's website. The LCI Study envisions several "growth centers" developing in the City. The map comprising Figure 4.1 identifies the area surrounding your client's property as being the "Stockbridge Lakes Neighborhood Center."

C. Planned New Road. The City of Stockbridge's Zoning Map includes a dashed line which shows the planned extension of Rock Quarry Road to the north and west, crossing East Atlanta Road and connecting with Valley Hill Road. A proposed alignment drawing for the "Stockbridge Bypass" was prepared several years ago by Wolverton and Associates, according to the Henry County Director of Transportation. It shows that the planned two-lane roadway would cross over Collier Road (off Old Conyers Road), go through the southwestern corner of the subject property, and cross over East Atlanta Road to connect with Valley Hill Road.

The Atlanta Regional Commission has included this project within its Regional Transportation Plan report, as is shown by Table 2 within the Appendix. It indicates that right-of-way acquisition for the road would begin in 2021, and that construction would begin in 2023. This would be exclusively a City of Stockbridge project, with no federal or state funding. The table shows that the City of Stockbridge would allocate \$2,000,000 for right-

of-way acquisition. However, the City Manager and the Public Works Director have stated that they are unaware of the allocation of any funds for this project by the City at this time.

ZONING HISTORY. An application for Rezoning Case #RZ-03-12-S for 25.8 acres, including the subject property, was filed with Henry County Planning and Zoning by Paul Reed of ProDev., Inc. on March 24, 2003. The request was to rezone the property from 'RA' (Residential-Agricultural) to 'RM-3' (Multiple Family Residence District--Condominiums). The Henry County Department of Planning and Zoning then prepared a Staff Report which recommended the denial of this rezoning request because it would not comply with the Future Land Use Map, which shows the property's future land use designation as being Low-Density Residential. Further, the Henry County Planning Commission also recommended the denial of this rezoning request at its July 24, 2003 meeting for the same reason.

However, the City of Stockbridge Mayor and City Council approved this rezoning request on September 8, 2003, per Rezoning Ordinance #03-157 (as attached), contingent upon the developer meeting the requirements of Exhibit "C", which included a general requirement plus ten conditions. (Exhibit "C" also appears as Exhibit 1 in the Appendix of this letter.) The general requirement stated as follows: "This rezoning will not become effective until the Property owner executes a Development Agreement with the City which embodies the following conditions." A list of ten zoning conditions then followed. One of these conditions was that the project must meet the requirements of Ordinance #OR 03-60 (as attached), which amended the 'RM' District (Multiple Family Residence District) and which included the 'RM-3' District. The rezoning was not conditioned upon any site plan. A letter from the Law Firm of Smith, Welch & Brittain, dated October 25, 2004 and addressed to Henry County Development Plan Review, noted that the required Development Agreement had still not been executed, per the statements below.

Please be advised that zoning for this property is not complete because the applicant has failed execute the Development Agreement. Therefore, the City respectfully requests your Department not review any developments plans submitted for this property until further notified by the City or our office.

Also, Henry County officials confirmed in March 2021 that since the required Development Agreement has still not been prepared and adopted, the rezoning of the property has not been completed and that the property is still zoned 'RA' today.

Accompanying the 2003 rezoning was the "Conceptual Master Plan" for the proposed "East Atlanta Condominiums", which was prepared for Pro-Dev., Inc. by Moore Bass Consulting on 03/20/03. The Conceptual Master Plan showed that the developer was to construct 202 condominium units on 30.8 acres, including about five acres for commercial uses, at the requested density of eight (8) units per acre. The minimum required amenities included a 1,300-square-foot clubhouse, a junior-sized Olympic pool, and a playground. Additional

amenities were also required since more than 25 units were to be built. These amenities included a children's wading pool, two tennis courts, a 2,000-linear-foot walking trail, and a full-sized basketball court. Further, the developer requested the option of making a monetary contribution toward the provision of amenities in the nearby City park across East Atlanta Road in lieu of providing all of the required amenities on the subject property.

On the same day when the Stockbridge Mayor and City Council approved RZ-03-12-S, it also approved a companion rezoning case, RZ-03-13, for the same applicant, via Rezoning Ordinance #RZ-03-156. RZ-03-13 pertained to a five-acre tract adjacent to the subject property, and its approval rezoned this tract from RA to C-2 (General Commercial) to allow for a commercial development.

CURRENT ZONING REQUIREMENTS. The current zoning requirements for your client's property pertain to the existing base zoning district and the existing overlay zone. These are discussed below.

A. Existing 'RA' Zoning District. Although the City of Stockbridge's 2020 Zoning Map shows that the subject property is zoned 'RM-3', it is actually still zoned 'RA' (Residential-Agricultural), as was discussed above. The stated purpose and intent of the RA District, per Section 12.02.031 of the Zoning Code, is "to preserve the mixed agricultural and residential character of land which presently serves as a transition between rural land and land which is becoming urban in character." Condominiums are not listed as being a permitted use or a possible conditional use.

B. Highway Corridor Overlay District. The subject property is also located within the Highway Corridor Overlay District due to its frontage on East Atlanta Road, per Section 12.02.104 of the Zoning Code. The proposed development must meet the requirements of this district in addition to the requirements of the RM-3 district. Some of the purposes of the Highway Corridor Overlay District are to:

- Create an attractive gateway into the City.
- Create a balanced mix of land uses.
- Encourage innovative development projects.
- Improve the efficiency of traffic movement around the City.
- Provide for sufficient parking that is accessible and unobtrusive.
- Establish consistent and harmonious design standards.

The Property Development Standards for the Highway Corridor Overlay District appear in Section 12.02.014(H) of the Zoning Code. Some of the Property Development Standards which may have particular relevance to the proposed project are listed in Table 3 within the Appendix of this letter. A synopsis of them is listed below.

- Lots that are adjacent to a public street must be reverse-fronting unless they are separated from the street by a minimum 20-foot-wide landscaped strip and a residential street.
- Deceleration lanes must be provided onto the public right-of-way from major streets.
- Canopy trees must be installed adjacent to all streets within the development.
- At least 12 percent of the parking lot areas should be landscaped.
- Dumpsters must be adequately screened from view of all residential units.
- Continuous pedestrian walkways must be provided to connect building entrances to sidewalks along street frontages.
- Building facades should have a traditional design and should include brick, pitched roofs, and subdued colors, with no more than 10 percent of the total wall area in contrasting accent colors.
- The types of building materials to be used should comply with Section 12.02.104(H)(10)(b).

REQUESTED 'RM-3' ZONING DISTRICT. Your client wishes to develop a condominium development project under the 'RM-3' (Multiple Family Residence District—Condominiums) District. Section 12.02.0312 of the Stockbridge Zoning Code provides the stated intent of this district, some basic definitions, and a list of permitted uses, as are listed below. No accessory uses, conditional uses, or conditional exceptions are allowed.

12.02.0312 Multiple Family Residence District—Condominiums—RM-3.

- A. It is the intent of this district to provide for the development of fee simple condominiums at moderate to high densities on lots where public water and sewer systems are provided.
- B. Definitions. These definitions will apply to this subsection, only.

"Lot" shall mean that parcel of land used to develop more than one (1) condominium unit as part of a common development.

"Condominium" shall mean a system of separate ownership of individual units connected to another condominium by a common wall that adjoins the dwelling units in a multiple unit building whereby ownership of individual units is in fee simple, together with an undivided (or shared) ownership interest in certain common property referred to as common elements.

C. Permitted Uses.

1. Fee simple condominiums;
2. Local, state and federal governmental buildings;
3. Publicly owned and operated parks and recreation areas;
4. Temporary buildings and storage of materials in conjunction with construction of a building on a lot or adjacent lots where residential construction is taking place.

Table 4 within the Appendix provides the RM-3 District Development Standards, per Table 12.02.0312(D) of the Zoning Code. Six (6) condominium units per acre are allowed within the RM-3 district, outside of the 100-year flood zone. However, Section 12.02.0312(L) allows developers to request an increase in density of up to eight (8) condominium units per usable acre, provided that additional amenities are constructed.

The RM-3 District regulations require the provision of various facilities on the development site. There are extensive requirements pertaining to the provision of multi-use paths. In particular, a multi-use path must be provided to connect with the nearest commercial development or other nearby multi-use path. Sidewalks must be provided on both sides of all internal streets. A school children's covered waiting area and a school bus turnaround area are required at the entrance of the development. And a central garbage facility must be provided.

All developments within the RM-3 District must include three specific amenities, including a clubhouse with at least 1,300 square feet, a junior-size Olympic pool, and a children's play area. If the developer wishes to increase the density of the project from six to eight units per acre, then that would be permissible under Section 12.02.030(L) of the Zoning Code for Increased Density Provisions. It requires that beyond the first 25 condominium units to be built, the next 50 units must have three more amenities, which are to be selected from a list of different types of amenities. Further, for every 50 more units to be built, one additional amenity must be provided. Therefore, the proposed development must have three amenities for the first 50 units, three more amenities for the next 50 units, and two more amenities for the remaining 100 units. The total number of required amenities would thus be eight. All amenities must be constructed before the construction of 50 percent of the development is completed.

The parking requirements for the RM-3 District include the following:

- Each unit must have either a residential parking garage or a carport, which must be attached to the main structure which may only be accessible from the rear of the unit.
- A private alleyway for access to all garages is required.
- One additional off-street parking space must be provided for the third and each additional bedroom.
- Driveways shall not count as parking spaces if the condominium units have garages or carports.

PROPOSED SITE PLAN. The proposed site plan is titled "Conceptual Master Plan" and it was prepared for DBA Group Georgia, LLC by Moore Bass Consulting on December 8, 2020. It differs considerably from the original site plan which was prepared for Pro-Dev., Inc. in 2003. The layout of the condominium units is different and no commercial component would be included. It shows that the project entrance would be accessed from East Atlanta

Road via deceleration lanes, and that it would have a turn-around and a mail kiosk. A total of 201 condominium units would be constructed at a density of eight (8) units per acre, and 126 guest parking spaces would be provided on the site. Amenity areas would be located at the project entrance and in the southern area of the site.

As was explained above, the RM-3 District would require that eight amenities be provided for a condominium development having at least 200 units. The proposed site plan shows that eight amenities would, indeed, be provided. These include the required clubhouse with 1,300 square feet, a junior-size Olympic pool, and a playground. The additional five amenities would include a second playground, a wading pool, a pocket park, and walking trails in two areas. Alleys would provide rear vehicular access to each condominium unit, and a 30-foot-wide buffer would surround the property. A creek and wetlands area is located in the southeastern corner of the site, which would be used for walking trails through a passive recreation area.

The proposed site plan does not show or state the following required elements:

- Two-car garages for each condominium unit.
- How many condominium units would have three or more bedrooms, which is a needed factor for calculating the number of required guest parking spaces.
- A school children's waiting area at the project entrance.
- Information about landscaping, architectural style, and building materials.

OTHER CONSIDERATIONS—Moratorium on Residential Rentals. On January 26, 2021, the Stockbridge Mayor and City Council passed Resolution #R21-1259 (as attached) to establish a moratorium on residential rentals. The moratorium was established for a period of time, which would expire either when the City adopts a new municipal code or after 180 days have elapsed (whichever occurs first). The moratorium prohibits the development of new buildings that are intended for residential rental purposes, and it prohibits the City staff from accepting any applications which are for this purpose. Further, it is the Staff's understanding that before the City will issue any building permits, builders, developers, and property owners must sign an affidavit stating that any newly-constructed buildings will not be used for residential rental purposes.

CONCLUSIONS. Based on the findings above, we make the following conclusions relating to your client's proposed development of the subject property:

1. **Future Land Use Designation—**The property's future land use designation of "Low-Density Residential" allows a density of two (2) units per acre; yet your client is proposing to build a condominium development having eight (8) units per acre. Further, the RM-3 zoning district is not compatible with this designation. Therefore, a Comprehensive Plan Amendment would theoretically be needed to change the property's land use designation to High-Density Residential, which allows 6 to 16 units per acre and which also allows the RM-3 District. However, as was discussed above, we will not require your client to seek a Comprehensive Plan Amendment for the subject property due to three reasons:

- a. The City of Stockbridge, as well as Henry County, consider the Future Land Use Map to be only a guide for development and not legally binding.
 - b. The proposed zoning conditions, which are to be included within the forthcoming Development Agreement, should be sufficient to allow the proposed condominium development to be constructed in accordance with the 2003 rezoning of the property.
 - c. The subject property and the vicinity are not suitable for high-density development (up to 16 units per acre) at this time.
2. Livable Centers Initiative—The adopted LCI Study showed that the subject property is a part of a future growth node which it identified as the “Stockbridge Lakes Neighborhood Center.”
 3. Existing ‘RA’ Zoning—Even though this property was the subject of a rezoning application in 2003, that rezoning has not been completed and the property is still zoned ‘RA’. The RA district regulations do not allow the development of condominiums.
 4. Existing Overlay District—Due to the property’s location within the Highway Corridor Overlay District, it would be important for the proposed development to have an appealing entrance area and building facades in order to create a desirable gateway into the City. In addition, acceleration and deceleration lanes at the project entrance should be installed in order to reduce traffic congestion and to facilitate smooth traffic flow on East Atlanta Road.
 5. Previous Rezoning—The completion of the 2003 rezoning of the property to ‘RM-3’ is dependent upon the preparation and adoption of a Development Agreement. Further, per Section 12.12.016(6) of the Zoning Code, any proposed modifications to conditions that were placed on rezonings must be reviewed by and decided upon by the Mayor and City Council. This would take the form of a Zoning Modification application.
 6. Requested ‘RM-3’ Zoning—The proposed condominium development project would meet the intent and amenities requirement of the RM-3 District.
 7. Proposed Development Agreement—The stated provisions of the proposed Development Agreement appear to include the requirements of Exhibit “C” from the RZ-03-12-S rezoning case for the subject property.
 8. Proposed Site Plan—We have the following comments:
 - a. The previous rezoning of the property via RZ-03-12-S was not conditioned upon a specific site plan, thus your client does not need to build the condominiums according to the original site plan that was submitted with the rezoning application.
 - b. Although the proposed site plan shows that 126 guest parking spaces would be provided, the adequacy of this cannot be determined without knowing how many

condominium units would include three or more bedrooms, since the parking requirement is dependent upon that factor.

- c. To fulfill the requirement that multi-use paths connect with a nearby commercial area, labeling needs to be added to the southwest corner of the site plan to indicate that the multi-use path there would connect with the adjacent Publix Shopping Center.
- d. It may be prudent to construct no condominium units in the southwest corner of the site in case the planned Rock Quarry Road Extension is ever built through that area.

9. Moratorium—If the Moratorium on Residential Rentals is still in effect at the time when the developer is seeking construction permits from the City, the developer may be required to sign an affidavit to certify that the condominium units would not be made available for rent.

RECOMMENDATIONS—Since the Stockbridge City Council heard and approved Rezoning Case #RZ-30-12-S on September 8, 2003, it may be completed with the adoption of a Development Agreement, which was required by Exhibit “C” from Rezoning Ordinance #OR 03-157.

It should be noted that in Section 12.12.016(6) of the Zoning Code, any proposed modifications to conditions that were placed on rezonings must be reviewed by and decided upon by the Mayor and City Council. This means that if your client proposes to modify any of the zoning conditions that were part of the previous rezoning of the property (within Exhibit “C”), this would prevent the rezoning of the property per RZ-03-12-S from being completed and your client would be required to begin afresh with a new rezoning application. Also, if this rezoning were to be completed but your client later wished to deviate from the conditions of Exhibit “C”, then your client would be required to apply for and be approved for a Zoning Modification application by the Mayor and City Council. For emphasis, we therefore would recommend that a stipulation be included with the completion of the RZ-03-12-S rezoning which stated that your client must seek a Zoning Modification for any proposed deviations from the conditions of Exhibit “C.”

In summary, the Staff’s recommendations to the Stockbridge Mayor and City Council regarding your client’s condominium development proposal at 438 East Atlanta Road is that the completion of Rezoning Case #RZ-03-12-S, whereby the property would be rezoned from RA to RM-3, shall occur only if the following actions are taken:

1. Development Agreement--A compliant Development Agreement, which was required by the specifications of Exhibit “C” of Rezoning Ordinance #03-157, must be executed. Otherwise, the subject property continues to be zoned ‘RA’ and the proposed condominium project may not be developed. The Development Agreement must meet the requirements of the ten conditions that were listed in Exhibit “C”, and it must be acceptable to the City Attorney.

2. Exhibit "C" Compliance--The applicant/developer must meet all ten of the conditions that were listed in Exhibit "C" of RZ-03-12-S, including the requirement for compliance with OR 03-60 for the RM-3 District.
3. Zoning Modification--A new condition should be added to any ordinance for the rezoning completion which states that if the developer of the property later wishes to change or deviate from any of the zoning conditions that were required in Exhibit "C", then the developer must apply for a Zoning Modification to the Development Agreement, to be reviewed by the Mayor and City Council. If the Zoning Modification is granted, then the Development Agreement should be amended to reflect the approved changes.

For your reference, eight attachments are provided with this letter, as are listed below. In addition, the Appendix contains an exhibit plus five tables of information that were derived from the current City of Stockbridge Zoning Code.

Sincerely,

Linda M. Logan

Senior Planner
Planning and Zoning Division
Community Development Department
City of Stockbridge

/LML

ATTACHMENTS:

1. City of Stockbridge Zoning Map
2. City of Stockbridge Future Land Use Map
3. Drawing of Proposed Stockbridge Bypass Route
4. OR 03-60 RM Zoning Amendment
5. OR 03-157: Paul Reed Pro-Dev, Inc.
6. R21-1259: Moratorium on Residential Rentals
7. Proposed Development Agreement
8. Proposed Site Plan

APPENDIX

CONTENTS:

Table 1--Surrounding Land Use and Zoning

Table 2--Data for Proposed Rock Quarry Road Extension

Exhibit 1--Exhibit "C" from Rezoning Case #RZ-03-12

Table 3--Highway Corridor Overlay District Requirements

Table 4--RM-3 District Development Standards

Table 5--Other Requirements

TABLE 1—Surrounding Land Use and Zoning

LOCATION	LAND USE	ZONING
To the North	Ridge Crest Subdivision (outside of the City)	Unknown (outside of the City)
To the East	Berean Christian Church	Unknown (outside of the City)
To the West	Rico's Mexican Restaurant and vacant land	C-1, C-2, R-2, & R-3
To the Southwest	Publix Shopping Center	C-2
To the South	Vacant land	C-3

TABLE 2—Data for Proposed Rock Quarry Road Extension

Atlanta Regional Commission Transportation Projects Report									
HE-109	ROCK QUARRY ROAD EXTENSION - NEW ALIGNMENT			Jurisdiction	Henry County	Existing	Planned	Length (mi.)	Network Year
N/A	FROM SR 138 / US 23 TO INTERSECTION OF EAST ATLANTA ROAD AND VALLEY HILL ROAD			Sponsor	City of Stockbridge	0	2	0.8	2030
Programmed				Service Type	Roadway / General Purpose Capacity	Analysis In the Region's Air Quality Conformity Analysis			LCI ☐ Flex ☐
	Status	Year	Fund Type	Federal	State	Local	Bonds	Total	
PE	AUTH	2009	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$320,000	\$0,000	\$320,000	
ROW		2021	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$2,000,000	\$0,000	\$2,000,000	
CST		2023	Local Jurisdiction/Municipality Funds	\$0,000	\$0,000	\$3,120,000	\$0,000	\$3,120,000	
				\$0,000	\$0,000	\$5,440,000	\$0,000	\$5,440,000	

**EXHIBIT 1--EXHIBIT "C" CONDITIONS
FROM REZONING CASE #RZ-03-12-S**

This rezoning will not become effective until the Property owner executes a Development Agreement with the City which embodies the following conditions.

- a. All requirements, not specifically waived by variance of the RM zoning ordinance, number 03-60, effective as of March 10, 2003 shall be met.
- b. The maximum height shall be shown on the site plan.
- c. All condominiums and townhomes shall have a mixture of front façade consisting of covered entryway, porches, bay windows and balconies. Garages shall be accentuated with variations of design proticos.
- d. Owner shall submit elevations of the building to the Planning and Zoning Department.
- e. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.
- f. Each unit shall have different brick, stucco and masonry theme from the other attached units.
- g. Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines; shall have a minimum of two and one-half (2.5) caliper (d.b.h.); shall have a minimum twenty-four square foot (24 sq. ft.) planting area; and shall be spaced an average of forty-five feet (45') apart. Street trees shall consist of ginko (non-fruit bearing), Japanese zekova and/or oak family type.
- h. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
- i. Sidewalks shall be installed to connect adjacent commercial property to the south and extend to the north along East Atlanta Road.
- j. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping street lighting and street furniture.

[Continued]

The applicant submits to the City Manager six (6) legal descriptions and/or plats, certified by a surveyor licensed in the State of Georgia, of the Property.

**TABLE 3—Selected Property Development Standards
Of the Highway Corridor Overlay District
Pertaining to the Proposed Development
(From Section 12.02.104(H) of the Zoning Code)**

TYPE OF STANDARD	REQUIREMENTS
Lot Standards	Lots that are adjacent to a public street must be reverse-fronting unless they are separated from the street by a minimum 20-foot-wide landscaped strip and a residential street.
Access Management Standards	Curb cuts may not be more than 30 feet wide. The driveway from the public street should align with any driveway across the street, if possible. A deceleration lane onto the public street must be provided, and if it begins or ends within 75 feet of another driveway, then it must be connected with that driveway.
Environmental Controls	Parking lots must contain landscaped areas which cover at least 12 percent of the parking lots.
Parking Standards	The minimum number of parking spaces to be provided must meet the requirements of Chapter 8 of the Zoning Code. The maximum number of parking spaces that may be provided on impervious surfaces must not exceed 125 percent of the minimum number of required parking spaces. Any parking spaces exceeding 105 percent must be constructed on pervious surfaces.
Dumpster Standards	Dumpsters and trash receptacles should not be visible from residential units, and they must be adequately screened from view from other properties and streets. Dumpsters must be set back by at least 5 feet from property lines and not be located within a buffer area.

General Architectural Requirements	Building facades should use a common palette of building materials to create a consistent and traditional architectural identity, to include the use of brick, pitched roofs, and subdued colors. Facades may not have more than 10 percent of their total wall areas in contrasting accent colors.
Building Materials	See the Allowed Building Materials Table in Section 12.02.104(H)(10)(b) for the types of building materials that are allowed, limited, and disallowed. All buildings having less than 5,000 square feet must have pitched roofs.
Network Standards	Continuous pedestrian walkways shall be provided to connect building entrances to required sidewalks along street frontage.
Street Trees	Canopy trees must be installed in all street rights-of-way.

**TABLE 4—RM-3 District Development Standards
(From Table 12.02.0312(D) of the City of Stockbridge Zoning Code)**

a. Per acre that is located outside of the one hundred (100) year flood plain	Six (6) condominium dwelling units per acre.
b. Minimum lot width	One hundred (100) feet.
c. Minimum front yard	Sixty (60) feet from right-of-way line.
d. Minimum rear yard	Forty (40) feet.
e. Minimum distance between buildings	Forty (40) feet.
f. Maximum height	The lesser of forty-five (45) feet or four (4) stories.

g. Minimum floor area (heated space)	One thousand (1,000) square feet for a one (1) bedroom unit; one thousand three hundred (1,300) square feet per two (2) bedroom unit; and for units with three (3) or more bedrooms, two hundred (200) additional square feet per additional bedroom.
h. Maximum units per building	Eight (8).
i. Curb and gutter	Required.
j. Paved driveway	Required; located in rear of residential structure.
k. Private alleyway	Required.
l. Public sewage system	Required.
m. Public water system	Required.
n. Parking	Required; one (1) additional off-street parking space for the third and each additional bedroom. Where residential parking garages or carports are provided, driveways shall not count as parking spaces in satisfaction of this requirement.
o. Residential parking garage/carport	Either a residential parking garage or carport is required for each unit; such structures shall be attached to the main structure and only accessible from the rear of the building. A private alleyway for access to all garages is required.
p. Sidewalk	Required; on both sides of all streets within any development developed under the standards of this district. Sidewalks must be made of concrete a minimum of four (4) inches in depth and four feet (4') in width and located at least four feet (4') from the backside of the curb so as to provide a buffer between the street and sidewalk. A multi-use path, as described in subparagraph (q), may be substituted for a sidewalk.
q. Multi-use paths	Multi-use paths are required in all developments developed under the standards of this district. Such paths shall be constructed to connect residential lots with all the amenity areas of the development.

	To ensure the greatest practicable connectivity, multi-use paths shall be located in accordance with either or a combination of both of the following plans:
	(i) Multi-use paths constructed along the perimeter of the development shall be accessible to residents within the interior of the development via sidewalks, streets or alleys and/or (2) multi-use paths constructed in the interior of the development shall run along at least one (1) side of each street in the development so as to be accessible to residents living along those streets. The final placement of the multi-use paths under either or a combination of the above plans shall be approved during the review and approval process for the final plat or each final plat if the development is developed in phases.
	(ii) The land owner or developer shall extend the multi-use path from the development to the nearest commercial area outside the development or to the nearest existing multi-use path that provides such connectivity. Upon application by the owner or developer, however, the city reserves the right to reduce, eliminate or modify this requirement if: (1) the landowner or developer tenders to the city funds, equal to the amount which would be expended by the developer to design and construct the multi-use path extension required under this subsection; (2) the city confirms that the funds deposited will be used for design and construction of a multi-use path benefitting the public at large, consistent with applicable law; (3) the city votes to accept such funds and exercises the right to reduce, eliminate or modify the multi-use path requirement in this subsection in a manner and to a degree acceptable to the landowner or developer; (4) the city places such funds in escrow to be used solely for the purposes outlined in this section; and (5) all documents necessary to satisfy this section are executed, subject to approval by the city attorney as to form. In determining whether to reduce, eliminate or modify the multi-use path requirement under this subsection, the city shall consider whether doing so will promote public health, safety and welfare by enabling the public at large to receive a higher quality multi-use path in a more cost-efficient manner than would be provided by the developer.

	(iii) Multi-use paths may not be constructed in lieu of streets or alleyways, nor may streets or alleyways constitute any portion of multi-use paths except where such paths cross over the width of a street or alleyway. An alleyway may constitute a multi-use path where it is at least twenty-two (22) feet in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four (4) feet of the width of the path is solely for pedestrian use, and it connects to all areas of the development. At least twenty (20) feet of such an alleyway shall be paved with concrete or asphalt.
	(iv) The developer or land owner shall grant the appropriate easement so that the public may use the multi-use paths or dedicate the multi-use path to the city for public use.
	(v) Multi-use paths shall be constructed of concrete, asphalt, some pervious material approved by the city or a combination thereof. If pervious material is used, it shall not be a loose material (e.g., wood chips, gravel, sand or dirt) and it shall have a life span comparable to or better than that of asphalt. Multi-use paths shall be a minimum of four (4) inches (4") in depth, ten feet (10') in width with demarcations, either by different shaded surfaces or a solid or dashed line, to designate that at least four feet (4') of the width of the path is for pedestrian use while the remaining portion of the width of the path may be used for bicycles and motorized carts.
r. Central garbage facility	Required; development shall provide centralized garbage facilities for garbage and refuse collection. Individual residential garbage pick-up per unit shall not be permitted.
s. School children waiting area	A covered structure to house school aged children waiting for transportation to school is required at the main entrance in all developments developed under the standards of this district.
	(i) The structure must be built of sufficient size to house all children of school age residing within the development.
	(ii) The main entrance to all developments must also provide a turnaround area with a minimum turning radius of forty

	feet (40') to allow any Henry County school bus to turn around in one (1) continuous movement.
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TABLE 5—Other Requirements

TYPE OF REQUIREMENT	SOURCE
Site Design Standards	Chapter 12.04 of the Zoning Code
Signage Requirements	Sign Regulations – Section 8.12.010; Section 8.12.080(C)
Lighting Requirements	Section 12.04.017
Sidewalk Requirements	Section 12.02.080; Section 12.04.030
Landscaping, Buffers and Tree Protection Ordinance (Chapter 5)	Available upon request.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this 19th day of April, 2021 by and between DRB GROUP GEORGIA, LLC, a Delaware limited liability company ("**Developer**") and the CITY OF STOCKBRIDGE, GEORGIA, a Georgia Municipal Corporation (hereinafter referred to as the "**City**"). Developer and the City may hereinafter be referred to collectively as the "**Parties**" and individually as a "**Party**."

WITNESSETH

WHEREAS, Developer has contracted to acquire certain real property comprised of +/- 23.23 acres located in Land Lots 68, 69, and 93 of the 12th District of Henry County, the City of Stockbridge, Georgia and as more particularly described by Exhibit "A" attached hereto and incorporated herein and by this reference made a part hereof (the "**Property**"); and

WHEREAS, Developer proposes to develop the Property with a condominium development in accordance with the Conceptual Site Plan which comprises Exhibit "B"; and

WHEREAS, on September 8, 2003 the City rezoned the Property from RA to RM-3 (the "**Rezoning Approval**") subject to the ten conditions (the "**Zoning Conditions**") stated in Exhibit "C" attached hereto and incorporated herein and by this reference made a part hereof to allow for the development of up to 202 townhome condominium units at a density of eight (8) units per acre; and

WHEREAS, pursuant to the Rezoning Approval, Developer is required to enter into a development agreement with the City, in form, scope and substance mutually acceptable to the parties, which embodies the Zoning Conditions of Exhibit "C"; and

WHEREAS, the Parties desire to agree on certain site-specific development controls that will apply to the Project and those agreements are set forth herein.

NOW, THEREFORE, in consideration of ten dollars in hand paid, other valuable consideration, and the mutual promises and agreements herein set forth, the parties hereto agree as follows:

1. **Recitals.** The above stated recitals are hereby incorporated into and made a part of this Agreement.

2. **Required Development Standards Per Zoning Conditions.**

A. In accordance with the Rezoning Approval, the Property shall be developed for two hundred and one (201) condominium units (the "Project") in general conformity with the Conceptual Master Plan prepared by Moore Bass Consulting for DRB Group GA, LLC dated December 8, 2020 attached hereto as Exhibit "B" and incorporated herein and made a part hereof by this reference (the "Conceptual Plan").

B. Pursuant to and in accordance with Section 12.02.0312 L. of the Zoning Code of the City of Stockbridge, Georgia (the "Zoning Ordinance"), the Developer is providing the

FD 4/23/21

following amenities to allow for the density increase to 8 units per acre, as approved by the City:

- i. 1,300 sq. ft. clubhouse;
 - ii. Junior-size Olympic Pool;
 - iii. 2 playgrounds;
 - iv. A minimum 200 sq. ft. children's wading pool;
 - v. A pocket park; and
 - vi. 6,072 lineal feet of walking trails a minimum of 3 feet in width.
- C. Developer shall install street trees along East Atlanta Road between the sidewalk and the front property line. The street trees shall be a minimum of two and one-half (2.5) caliper (d.b.h.), shall have a minimum twenty-four square foot (24 sq. ft.) planting area, and shall be spaced an average of forty-five feet (45') apart. The street trees shall consist of ginkgo (non-fruit bearing), Japanese zelkova and/or oak family type.
- D. Sidewalks shall be installed within the public right of way along the entire frontage of the Property and extended south along the east side of East Atlanta Road until the sidewalk connects with the existing sidewalk located along the frontage of 332 East Atlanta Road. The sidewalk width shall be seven (7) feet in width with a twenty-four (24) inch curb and a two (2) foot grass strip. Developer shall not be required to acquire any right of way from any third-party property Developers to satisfy this condition. The acquisition of any right of way needed to satisfy this subparagraph D shall be the sole responsibility of the City and shall be acquired prior to Developer commencing work on the extension of the sidewalk. Notwithstanding anything herein to the contrary, if the City does not acquire the right of right of way needed to satisfy this requirement, Developer shall only be required to extend the sidewalk up to the point where sufficient right of way exists for installation of the sidewalk extension.
- E. Prior to the issuance of the land development permit for the Project, Developer shall submit to the City the following in accordance with the Zoning Conditions of Exhibit "C":
- i. A streetscaping plan prepared by a licensed engineer or architect, for all internal streets, and for all requirements improvements along East Atlanta Road, which streetscape plan shall include sidewalks, street trees, landscaping, street lighting and street furniture, to the extent required pursuant to the City of Stockbridge Minimum Standards issued September 2019, as amended.
 - ii. Written certification from the City's Building Department Director that each prospective phase of the Project has sufficient sanitary sewer capacity.

F. Prior to the issuance of any building permit for the Project, Developer shall submit to the City Planning and Zoning Department elevations of the proposed townhome units that meet the following Zoning Conditions:

- i. The maximum height of the units shall be forty-five (45) feet measured to the average distance between the eaves and the ridge level for gable, hip, shed and gambrel roofs; or four (4) stories.
- ii. All condominiums and townhomes shall have a mixture of front facades that shall consist of covered entryway, porches, bay windows and/or balconies. Garages shall be accentuated with carriage style front garage doors; and
- iii. Each unit elevation in each row of townhome units shall be separate and distinct from the other, by including, amongst other things, variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces; and
- iv. Each unit shall have different brick, stucco and/or masonry theme from the other attached units.

3. Additional Development Improvements.

Subject to the provision for Section 2 above, Developer shall adhere to the following:

- A. Guest parking shall be provided at a ratio of 0.5 spaces per residential unit; and
- B. Each residential unit shall provide a 2-car garage, attached to the main structure, and shall be accessed by private internal roads; and
- C. A multi-use path connection shall be provided at the southwest corner of the Project to provide pedestrian access to the existing, adjacent commercial development.

4. Applicability of City Ordinances to the Project.

The Parties expressly agree that, except as otherwise expressly provided herein, all applicable City ordinances shall remain in full force and effect and the Project and Property shall be governed by all such applicable City ordinances. Notwithstanding anything set forth in this Agreement or in any ordinance that is applicable to the Property to the contrary, so long as the Project is developed materially in accordance with the terms of this Agreement, the zoning conformance status of the Project shall be deemed to be legally conforming in all respects.

5. Notices.

All notices, requests, demands or other communications hereunder shall be in writing and deemed given (a) when delivered personally (including by courier), or (b) on the third (3rd) day after said communication is deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, or (c) on the next business day after said communication is delivered to a nationally recognized overnight courier (e.g. FedEx), addressed as set forth below:

 4/23/21

If to Developer:

DRB GROUP GEORGIA, LLC
160 Whitney St.
Fayetteville, GA 30214
Attn: Jay Knight

With a copy to:

Battle Law, P.C.
One West Court Square, Suite 750
Decatur, GA 30030
Attn: Michèle L. Battle, Esq.

If to the City:

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, Georgia 30281
Attn: City Manager

6. Miscellaneous Provisions.

a. The Parties hereby mutually represent that all necessary approvals for such Parties to enter into this Agreement have been detailed and that by virtue of the signatures herein below, the Parties acknowledge that they are authorized to execute this Agreement.

b. The Parties intend for this Agreement to be severable, and if any provisions shall be construed to be illegal or invalid for any reason, such illegal or invalid part of this Agreement shall not affect the legality or validity of the other provisions set forth herein, provided that the Project remains practicable in the absence of such invalid or illegal provision.

c. The Parties represent and acknowledge that in executing this Agreement they do not rely upon, and have not relied upon, any representation or statement made by any other Party by any other Party's agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement except as specifically provided herein.

d. This Agreement shall be binding upon each of the Parties hereto and their heirs, administrators, representatives, executors, successors and assigns, and upon any corporations, partnerships, or business entities owned or operated by any of the Parties. This Agreement and the duties, covenants, and obligations hereby imposed constitute covenants running with the land, and are binding upon and shall inure to the benefit of the City and the Developer of the Property, and their respective heirs, successors, and assigns and their successors in title.

e. This Agreement may be executed in multiple counterparts, and all such counterparts shall be taken together so that they may constitute a completely executed Agreement between the Parties.

f. This writing represents the entire Agreement between the Parties. No amendment to this Agreement shall be effective unless consented to in writing by all Parties hereto. Notwithstanding anything in this Agreement to the contrary, minor modifications to the Project

 4/23/21

Plans may be approved by the City Manager on behalf of the City without the specific approval of the governing body, the City or any other party and without an amendment to this Agreement.

h. Upon completion of development of the Project, so long as the Project has been developed in material accordance with this Agreement, if requested by Developer, the City shall deliver to Developer an estoppel certificate confirming that the Project is in compliance with all terms of this Agreement and that Developer is in compliance with all terms of this Agreement.

[EXECUTION APPEARS ON THE FOLLOWING PAGE]

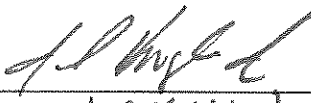
 4/23/21

DEVELOPER:

DRB GROUP GEORGIA, LLC, a Delaware
limited liability company



Witness

By:  (SEAL)
Name: J. P. Knight Jr.
Title: Vice President

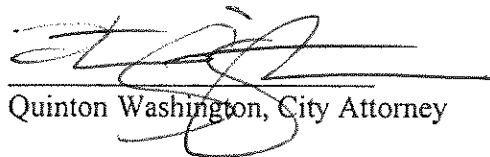
IN WITNESS WHEREOF, the Parties hereto have signed this Agreement under seal the day and year first above written.

Attest:

Vanessa Holiday, City Clerk

[MUNICIPAL SEAL]

Approved as to form:



Quinton Washington, City Attorney

CITY:

CITY OF STOCKBRIDGE, GEORGIA, a
Georgia municipal corporation

By: _____

Name: _____

Title: _____

[EXECUTION CONTINUES ON THE FOLLOWING PAGE]

EXHIBIT "A"

Property Legal Description

All that tract or parcel of land lying or being in Land Lot 68 & 93 of the 12th District of Henry County, Georgia, containing 25.23 acres (1,098,881 sq. ft.), as shown on exhibit entitled, "ALTA/NSPS SURVEY FOR BUILDERS PROFESSIONAL GROUP & FIRST AMERICAN TITLE INSURANCE COMPANY", prepared by Moore Bass Consulting Inc., dated 9/30/20 and being more particularly described as follows:

Commencing at the intersection of the easterly right-of-way of East Atlanta Road (80' R/W) and the southerly right-of-way of Amanda Court (50' R/W); thence along the easterly right-of-way of East Atlanta Road (80' R/W) south a distance of approximately 200 feet to a 1/2" open top pipe found, said pipe being the TRUE POINT OF BEGINNING.

Thence leaving said right-of-way S89°19'48"E, a distance of 240.33 feet to a 1/2" rebar found; thence S89°23'50"E, a distance of 709.82 feet to a 1" open top pipe found; thence S01°16'04"W, a distance of 299.83 feet to a 1" open top pipe found and a 1/2" rebar found; thence S01°17'18"W, a distance of 586.59 feet to a 1" open top pipe; thence S87°07'52"E, a distance of 431.97 feet to a 5/8" rebar found; thence S01°59'39"W, a distance of 420.23 feet to a 1/2" open top pipe; thence N87°22'43"W, a distance of 670.06 feet to a 1/2" rebar found; thence N87°21'41"W, a distance of 200.27 feet to a 1/2" rebar found; thence N87°05'56"W, a distance of 139.82 feet to a 1/2" rebar set; thence N02°42'28"E, a distance of 410.53 feet to a 1/2" rebar set; thence S87°58'06"E, a distance of 180.42 feet to a 1/2" rebar found; thence N11°41'14"W, a distance of 262.31 feet to a 1/2" rebar found; thence N69°04'28"W, a distance of 343.90 feet to a 3/8" rebar found; thence N79°30'31"W, a distance of 250.57 feet to a point on the easterly right-of-way of East Atlanta Road (80' R/W); thence along said right-of-way N10°11'00"E, a distance of 469.53 feet to a 1/2" open top pipe found, said point being the TRUE POINT OF BEGINNING.

 4/23/21

Conceptual Site Plan

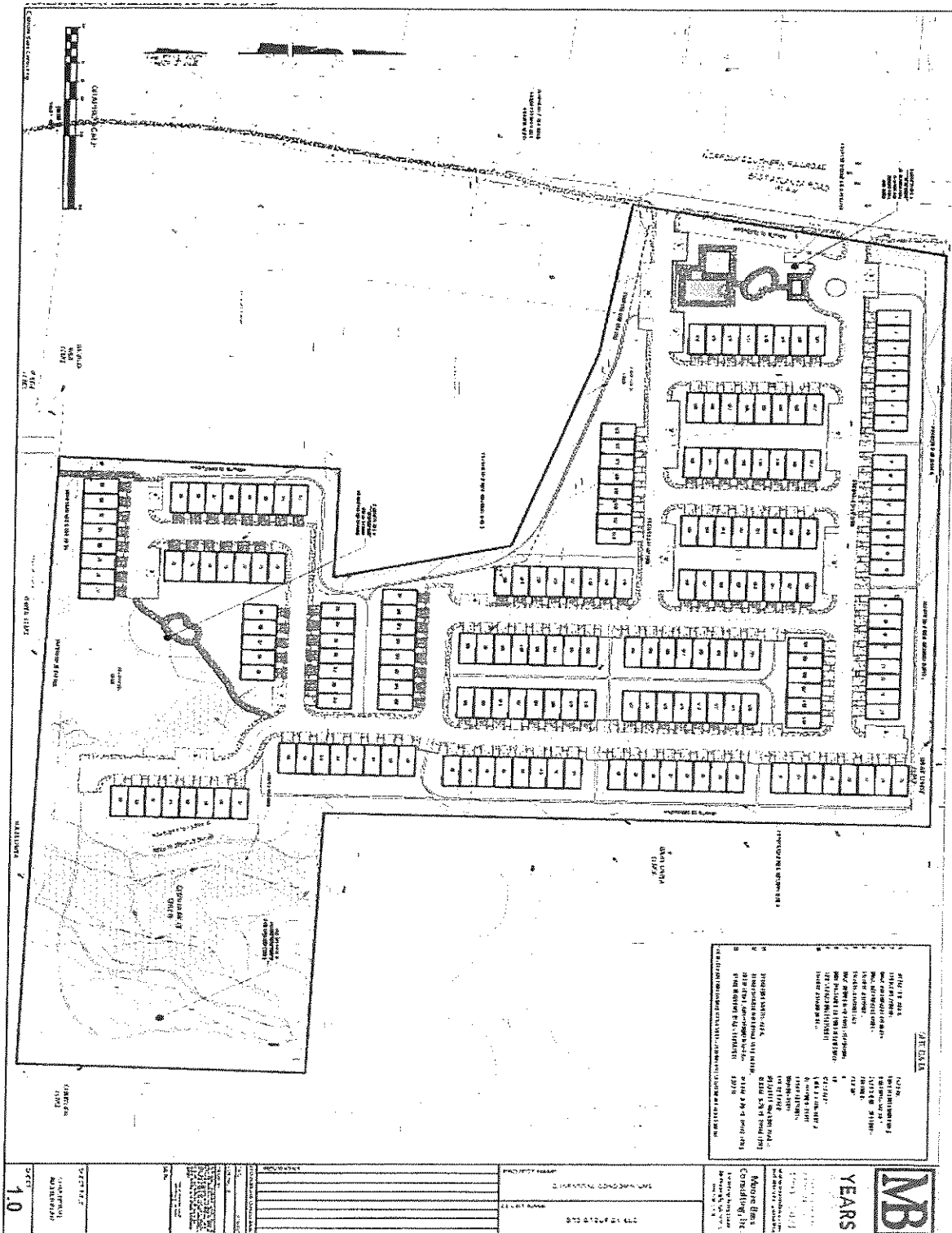


EXHIBIT "C"

Approved Zoning Conditions

This rezoning will not become effective until the Property owner executes a Development Agreement with the City which embodies the following conditions.

- a. All requirements, not specifically waived by variance, of the RM zoning ordinance, number 03-60, effective as of March 10, 2003 shall be met.
- b. The maximum height shall be the lesser of forty-five (45) feet or four (4) stories.
- c. All condominiums and townhomes shall have a mixture of front facade consisting of covered entryway, porches, bay windows and/or balconies. Garages shall be accentuated with variations of design proticos.
- d. Owner shall submit elevations of the building to the Planning and Zoning Department.
- e. Each unit elevation per building shall be separate and distinct from the other. To include variations in rooflines which may be accomplished with the use of dormers, gables and/or fireplaces.
- f. Each unit shall have different brick, stucco and masonry theme from the other attached units.
- g. Owner shall install street trees along all streets to be placed between the sidewalk and the front property lines; shall have a minimum of two and one-half (2.5) caliper (d.b.h.); shall have a minimum twenty-four square foot (24 sq. ft.) planting area; and shall be spaced an average of forty-five feet (45') apart. Street trees shall consist of ginko (non-fruit bearing), Japanese zekova and/or oak family type.
- h. The Building Department shall not issue a building permit until such time as the Director of the Building Department has certified that for each prospective phase of development, sewer capacity is sufficient to accommodate the additional sewage that would be generated by the proposed development.
- i. Sidewalks shall be installed to connect adjacent commercial property to the south and extend to the north along East Atlanta Road.
- j. A street scaping plan shall be submitted to and approved by the Henry County Planning and Zoning Department to include sidewalks, street trees, landscaping, street lighting and street furniture.

The Applicant submits to the City Manager six (6) legal descriptions and/or plats, certified by a surveyor licensed in the State of Georgia, of the Property.



IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

SAFEbuilt Georgia, LLC.

Avner Alkhas, VP of Finance

By: _____

CITY OF STOCKBRIDGE, GEORGIA

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

City Attorney



PROPOSAL OF INSURANCE AND RISK MANAGEMENT

Prepared for:

City of Stockbridge

Policy Period: May 19, 2021 to May 19, 2022

Presented by:

Chris C. Walker, ARM – Senior Vice President



**MARSH & McLENNAN
AGENCY**

LOCALLY KNOWN AS J. SMITH LANIER & CO.

SERVICE COMMITMENT

J. Smith Lanier & Co., a Marsh & McLennan Agency LLC company is committed to the client. We enjoy what we do and it shows in our work. Some of our more important qualities include:

- **A Team Of Qualified Insurance Professionals**
 - Periodic evaluation of your insurance program
 - Certificates of Insurance
 - Policy forms, wording, and endorsements
 - Contracts (Insurance/Indemnification provisions)

- **Claims Management Services**
 - Resolve coverage issues
 - Claims reporting procedures
 - Timely settlements

- **Engineering Services**
 - Site surveys
 - Develop new or refined safety programs
 - Safety Training
 - Review Carrier recommendations for feasibility and effectiveness

SERVICE TEAM

At J. Smith Lanier & Co., we believe the best way to effectively give your business the service it deserves is through a team effort. Our client service team concept is designed to give you consistent, knowledgeable service which can only occur by working with trained professionals.

J. SMITH LANIER & CO. – Columbus Division

A Marsh & McLennan Agency LLC company
200 Brookstone Centre Pkwy, Suite 118
Columbus, GA 31904

Main Phone Number: 706-324-6671

Main Fax Number: 706-576-5607

COMMERCIAL LINES TEAM

Chris C. Walker, ARM Chris.walker@marshmma.com	Senior Vice President	706.576.3529
Connie Kempke, CISR, CIC, CPIW Connie.kempke@marshmma.com	Senior Account Manager	706.576.3542
Rebecca Hightower Luttrell Rebecca.hightower@marshmma.com	Account Manager	706.596.4660

CLAIMS

Bernadette Thompson Bernadette.thompson@marshmma.com	Claims Analyst	706.576.3515
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RISK CONTROL

Alan Parker, ARM Alan.parker@marshmma.com	Senior Risk Control Consultant	706.660.2201
Michael Govar, CSP, ARM, AAI Michael.govar@marshmma.com	Senior Risk Control Consultant	706.617.2442

CLIENT PORTAL

Client Portal is your personalized website that allows you to effortlessly click, connect, and communicate with J. Smith Lanier & Co. It is designed to offer you time-saving tools and resources that build convenience into managing your everyday work tasks. Whether you want to view documents online, participate in plan/program surveys, or connect with over 300,000 peers in your industry, this is the place to be. It's easily accessible, hardworking, and just one of the many value-added services available when you partner with J. Smith Lanier & Co.

Property and Casualty Client Features

- Choose from hundreds of P&C resources
- P&C Document Library and Newsletters
- Links to well-known, official industry websites
- Access Workers' Compensation statutes for all 50 states
- OSHA Compliance and create and maintain your OSHA log electronically
- Benchmark Surveys & Statistics

Collaboration Center

- Our document posting capabilities allow a seamless exchange of information sharing from our agency to you.
- Accessible 24/7, postings from our agency are timely, relevant, and easy to locate in one convenient place online.

Survey Benchmarking

- Participate in benefit plan and/or P&C program surveys.
- Allows you to determine how your plans and programs compare to employers across the U.S.

Benefit Client Features

- HR-related topics including a powerful search engine for quick and easy access
- Direct link to federal and state legislation guides
- Frequently Asked Questions (and Answers)
- Instant access to downloadable articles
- Benchmark Surveys & Statistics
- Compliance & Plan Designs
- Employee Communication & Education
- Links to well-known and official industry websites

Community

- You can share information and resources through an interactive forum that allows you to post questions, provide insight into other users' questions, and allows you to track responses based on topics or individual questions.
- Community postings are organized by topic so you can source information quickly and easily.

Exchange Internal Documents Online

- Access to information housed in one area
- Simplifies updates to reports, worksheets, questionnaires and policies

SCHEDULE OF NAMED INSURED

{Named Insureds listed below may not apply to all coverages depending upon their insurable interest}

Special care must be taken to insure all legal entities of your business, including any LLC (*Limited Liability Corporation*), JV (*Joint Venture*), and Partnerships. Many insurance policies do not cover these entities unless they are specifically named on the policy. It is important to notify your agent if an entity is formed during the policy term. Let us know if one of your entities is not listed below.

City of Stockbridge
Stockbridge Public Facilities Authority

PREMIUM SUMMARY

DESCRIPTION OF COVERAGE	2020-2021 Expired Premium	2021-2022 Renewal Premium
Property	\$ 47,890.00	\$ 77,460.00
Commercial Inland Marine	\$ 15,186.00	\$ 15,647.00
Commercial General Liability	\$ 40,530.00	\$ 46,276.00
Employee Benefits Liability	\$ 192.00	\$ 192.00
Crime	\$ 5,547.00	\$ 5,547.00
Commercial Automobile	\$ 76,472.00	\$ 79,510.00
Public entity Management Liability	\$ 7,060.00	\$ 7,254.00
Public Entity Employment Related Practices Entity	\$ 9,759.00	\$ 10,082.00
Umbrella	\$ 14,673.00	\$ 15,787.00
Cyber Liability	\$ 3,810.00	\$ 3,810.00
Total Estimated Premium	\$ 221,119.00	\$ 261,565.00

Travelers Payment Plan – 25% Down and 3 Equal Installments

Items that need to be determined:

- Is the Amphitheater under construction or has it been completed?
- Inland Marine – Travelers did not include some pieces of equipment which has a value of \$93,468 – waiting for a revised quote on the equipment.
- Auto – Travelers quoted 72 autos and 16 trailers – it should be 73 autos and 15 trailers – waiting for a revised quote
- EDP – Enhancement form includes \$50,000 – need to revise quote to a limit of \$265,000

COVERAGE FORMS

Commercial Property Forms		
DXT000	11/12	Deluxe Prop Cov Part Declarations
DX0003	07/94	Deluxe Prop Cov Part Sched – Specif Limits
DX0004	11/12	Table of Contents – Deluxe Prop Cov Part
DXT100	11/12	Deluxe Property Coverage Form
DXT101	11/12	Deluxe BI (and EE) Coverage Form
DXT445	04/13	Limited Drain Back Up Coverage
DXT447	11/12	Public Entity Property Extensions
DXT301	11/12	Causes of Loss - Earthquake
DXT302	11/12	Causes of Loss – Broad Form Flood
DXT319	11/12	Causes of Loss – Equipment Breakdown
DXT385	11/12	Utility Services – Direct Damage
DXT402	01/15	Federal Terrorism Risk Insurance Act Dis
DX0194	03/13	Georgia Changes
DXT398	04/02	Electronic Vandalism Limitation Endt
ILT355		Exclusion of Certain Computer Losses
ILT382		Exclusion of Loss Due to Virus or Bacteria
ILT412		Amndt Common Policy Cond – Prohibited Covg
ILT414		Cap on Losses Certified Act of Terrorism
Inland Marine Forms		
CMA028	08/96	IMPAK Coverage Part Declarations
CMT371	08/96	IM PAK Coverage Summary
CMT028	08/96	IM PAK Cov Contractors Equip Schedule
CMT029	08/96	IM PAK Cov Scheduled Property Schedule
CMT011	08/05	Table of Contents
CM0001	09/04	Commercial Inland Marine Conditions
CMT143	08/96	IMPAK Coverage Form
CMT398	01/15	Federal Terrorism Risk Insurance Act Dis
CM0142	03/13	Georgia Changes
Crime Coverage Forms		
CRT022	07/02	Government Crime Coverage Declaration
CRT029	01/05	Table of Contents – Gov’t Crime Cov Form
CR0024	07/02	Govt Crime Coverage (Discovery Form)
CR2008	03/00	Convert to Aggregate Limit of Insurance
CR2519	03/00	Add Faithful Performance of Duty Cov
CR2543	07/02	Faithful Perform of Duty Coverage
CR0132	07/02	Georgia Changes
General Liability Coverage Forms		
CGT001	11/03	Commercial General Liability Coverage Part Declarations
CGT034	11/03	Table of Contents Commercial General Liability Coverage Form
CGT008	11/03	Key to Declarations Premium Schedule
CGT009	09/93	Employee Benefits Liability Coverage Part Declarations
CGT101	01/16	Employee Benefits Liability Coverage Form
CG0001	10/01	Commercial General Liability Coverage Form

CGD203	12/97	Amendment – Non Cumulation of Each Occurrence Limit of Liability and Non Cumulation of Personal & Advertising Injury Limit
CGD383	05/19	Limited Abuse or Molestation Liability Coverage
CGD421	07/08	Amendment of Contractual Liability Exclusion – Exception for Damages Assumed in an Insured Contract Applies Only to Named
CGD076	06/93	Exclusion - Lead
CGD142	01/99	Exclusion - Discrimination
CGD249	09/20	Exclusion – Failure to Supply
CGT043	01/16	Table of Contents – Employee Benefits Liability Coverage Form
CGD298	11/03	Exclusion – Injury to Volunteer Firefighters
CGD486	02/09	Failure to Supply – Limited Coverage
CGD477	10/14	Amendment – Pollution Exclusion – Including Limited Pollution Costs Liability Coverage – Public Entities or Indian Tribes
GN0182	11/03	Coverage C – Medical Payments Exclusion
CGF508	02/09	Statutory CAP Limit of Insurance Endorsement - Georgia
CGD470	02/09	Exclusion – Employees and Volunteer Workers as Insureds for Certain Bodily Injury, Personal Injury & Property Damage
CGD472	02/17	Exclusion – Law Enforcement Activities or Operations
CGD475	07/10	Exclusion – Professional Health Care Services – Public Entities
CGD476	02/09	Exclusion – Public Use of Private Property
CGD479	02/09	Fungi or Bacteria Exclusion – with Limited Exception for Bacteria in Sewage Back-Up
CGD480	02/09	Public Entities Xtend Endorsement
CGD618	10/11	Exclusion – Violation of Consumer Financial Protection Laws
CGD746	01/15	Exclusion – Access or Disclosure of Confidential or Personal Information
		Professional Coverage Forms
PRT003	02/09	Public Entity Management Liability Coverage Part Declarations
PRT005	02/15	Public Entity Employment-Related Practices Liability Coverage Part Declarations
PRT106	02/09	Public Entity Management Liability Coverage Form
PRT108	02/09	Public Entity Employment-Related Practices Liability Coverage Form
PRT427	01/15	Amendment of Network and Information Security Wrongful Act Definition
PRT504	07/12	Exclusion – Other Employment Laws
PRT526	01/16	Defense Expenses Reimbursement for Injunctive Relief Suits
PRT545	02/17	Amendment of Law Enforcement Activities or Operations Definition
PRT567	03/18	Workplace Violence Expenses Coverage
PRT576	02/19	Amendment of Joint Powers Authority Definition
PRF024	09/14	Georgia Mandatory Endorsement
		Preservation of Governmental Immunity - Georgia
		Commercial Auto Forms
CAT001	02/15	BA Coverage Part Dec (Items 1 & 2)
CAT003	02/15	BA Coverage Part Decs (Items 4 & 5)
CAT030	02/16	BA/AD/MC Cov Part Suppl Sch – Item Two
CAT031	02/15	Table of Contents – Business Auto Cov Form
CA0001	10/13	Business Auto Coverage Form
CAT443	06/09	Amendment of Bodily Injury Definition
CAF114	01/16	Stat Cap Limits of ins End - GA
CAT459	02/15	Amendment of Employee Definition
CA0109	10/13	Georgia Changes
CA2030	10/13	Vol Firefighters/Workers Injuries Exc
CA3137	10/13	GA UM Cov Added to At-Fault Liab Limits
CA9903	10/13	Auto Medical Payments Coverage
CAT446	02/15	Public Entity Auto Extension
CA2018	10/13	Professional Services Not Covered

A.M. BEST RATING SCALE

BEST'S FINANCIAL STRENGTH RATING GUIDE – (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures, the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud, or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.

* Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+", or a minus "-".

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information, or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

Rating Disclosure – Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such, it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.

BCRs are distributed via the AM Best website at www.ambest.com. For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.

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Version 010219

DISCLAIMER

Proposal

Marsh & McLennan Agency LLC ("MMA") thanks you for the opportunity to discuss your insurance and risk management program. This summary is a brief overview of that program and is based on the exposure information you provided. Please refer to the policies for complete terms, conditions, limitations, definitions, and exclusions.

We have evaluated your exposures to loss and developed this proposal based upon the information that you have provided to us. If you are aware of other areas of potential exposure that need to be evaluated or of additional information of which we should be aware prior to binding of coverage, please bring the other areas or additional information to our attention as soon as possible. Should any of your exposures change after coverage is bound, please notify us immediately.

Client Contracts

In the event that you enter into a contract that has specific insurance requirements, MMA will review your contract, but only in regards to the insurance requirements of the contract. The scope of our review will be to determine if the current insurance program which you have placed through our agency addresses the types and amounts of insurance coverage referenced by the contract. We will identify the significant insurance obligations and will provide a summary of the changes required in your current insurance program to meet the requirements of the contract. Upon your authorization, we will make the necessary changes in your insurance program. We will also be available to discuss any insurance requirements of the contract with your attorney, if desired.

In performing a contract review, MMA is not providing legal advice or a legal opinion concerning any portion of the contract. In addition, MMA is not undertaking to identify all potential liabilities that may arise under any such contracts. A contract review is provided solely for your information and should not be relied upon by third parties. Any descriptions of the insurance coverages are subject to the terms, conditions, exclusions, and other provisions of the contract and of the insurance policies and applicable regulations, rating rules or plans.

Credit Policy

MMA strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

- All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest items on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. MMA does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

Your Account Manager maintains on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <http://global.marsh.com/about/>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.
- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/resource/compensation-guide-for-client.pdf>

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

ADDITIONAL RECOMMENDED COVERAGES

We have been dependent upon information provided by you to evaluate your exposures to loss. However, if there are other areas that need to be evaluated, please bring these areas to our attention. ***Specifically, we ask that you review and consider the following items:***

HIGHER LIMITS:

In today's litigious society, many businesses have found it necessary to increase their limits of liability to ensure adequate protection for their assets in the event of a loss. Higher limits of liability may be available. To ensure your level of comfort, please carefully review the limits of coverage shown in this proposal

POLLUTION

Businesses are legally liable when environmental contamination originates from site or activity-related business operations. Environmental risk exists even if a business operation is fully compliant with the proper permits and procedures. Potential contamination from chemicals and materials used in normal business operations can linger in the soil and water for years. Accidents and ensuing legal suits from third-party claims for personal damage; bodily injury and property damage compensation are the #1 source of environmental insurance claims. Environmental/Pollution insurance offers a cost efficient safety net that protects against damages resulting from a range of exposures both on and off- site operations as well as during transportation (owned & non-owned).

**LAW ENFORCEMENT
LIABILITY**

This coverage is designed to provide coverage for monetary damages due to actual or alleged wrongful acts in the entity's law enforcement activities and procedures.



City of Stockbridge

AGENDA ITEM

MEETING DATE

May 10, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☒ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☒ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron/Brad Holtsinger

DEPARTMENT: Sewer

ITEM/PROJECT/EVENT:

WWTP Improvements Change Order Number 3.

BACKGROUND INFORMATION:

Change Order No. 3 will replace the existing Sequencing Batch Reactor (SBR) decanter assemblies and piping within the basins, install stilling wells for the Influent Pump Station (IPS) backup water level monitoring system and replace the existing Well T2 Generator Automatic Transfer Switch.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$302,800.00

ATTACHMENTS:

A description of the work involve for each task is shown below:

1. Decanter Replacement:

- a. The existing decanters have reached the end of their expected life and the weir-tofloat seals have deteriorated, allowing passage of solids at the beginning of each decant. Passage of solids will increase the number of backwash cycles for the downstream disc filters, shortening the life expectancy of the filters and could result in exceeding the permitted discharge limits.
- b. The work includes disconnecting power and signal cables and removing both existing decanter assemblies and connected piping, and replacing the decanter assemblies in both SBR basins, complete with new decanter fiberglass floats, stainless steel weir, galvanized mooring frame, power section connected to a NEMA 4X stainless steel junction box with actuator and limit switches, stainless steel decant pipe, gasket kit, stainless steel flex joints and electronically operated butterfly valve with electric actuator along with reconnecting existing power and signal cables for a complete installation.

2. Influent Pump Station Stilling Wells:

- a. The backup water level monitoring system floats in the IPS continually become tangled and the tangles accumulate rags and FOG (fats, oil and grease) preventing the floats from making relays at the intended water levels. If the primary level monitoring system fails and the backup floats are angled, the influent pumps would either not operate or short cycle. When backup floats fail to notify the pump control panel of a rising water level the wet well will surcharge, possibly without notifying operators of the problem, resulting in a major spill or if the floats short cycle they will continually call the pumps to run and stop resulting in damage to the pump motors and / or pumps themselves.
- b. The work includes installing two polyvinyl chloride (PVC) stilling wells into the existing wet well with each well housing two floats. The stilling wells will be secured to the interior of the wet well by stainless steel brackets anchored to the wet well walls.

3. Automatic Transfer Switch Replacement:

- a. The existing Automatic Transfer Switch (ATS) for the generator at Well T2 is no longer functional and Well T2 and Well B are not able to operate during power outages. Without Well T2 and Well B the City has to rely on water supplied through the interconnections with Henry County Water Authority.
- b. The work includes removal and replacement of the new ATS connected to the existing generator.

Incorporating this work into the existing project will expedite completion of the work and reduce additional costs associated with advertisement, bidding and construction administration.



April 23, 2021

VIA Email

Mr. Decius Aaron
Public Works Director
City of Stockbridge
4640 North Henry Blvd.
Stockbridge, GA 30281

RE: City of Stockbridge
WWTP Improvements and Glynn Addy Pump Station Rehabilitation
C&S Project No.: S9100.013 & .014

Dear Mr. Aaron:

At the request of the City, Allsouth Constructors, Inc. has provided pricing for 1) Replacement of each of the existing Sequencing Batch Reactor (SBR) decanter assemblies and piping within the basins, 2) Installation of Stilling Wells for the Influent Pump Station (IPS) backup water level monitoring system and 3) Replacement of the existing Well T2 Generator Automatic Transfer Switch. A description of the work involve for each task is shown below:

1. Decanter Replacement:

- a. The existing decanters have reached the end of their expected life and the weir-to-float seals have deteriorated, allowing passage of solids at the beginning of each decant. Passage of solids will increase the number of backwash cycles for the downstream disc filters, shortening the life expectancy of the filters and could result in exceeding the permitted discharge limits.
- b. The work includes disconnecting power and signal cables and removing both existing decanter assemblies and connected piping, and replacing the decanter assemblies in both SBR basins, complete with new decanter fiberglass floats, stainless steel weir, galvanized mooring frame, power section connected to a NEMA 4X stainless steel junction box with actuator and limit switches, stainless steel decant pipe, gasket kit, stainless steel flex joints and electronically operated butterfly valve with electric actuator along with reconnecting existing power and signal cables for a complete installation.

2. Influent Pump Station Stilling Wells:

- a. The backup water level monitoring system floats in the IPS continually become tangled and the tangles accumulate rags and FOG (fats, oil and grease) preventing the floats from making relays at the intended water levels. If the primary level monitoring system fails and the backup floats are tangled, the influent pumps would either not operate or short cycle. When backup floats fail to notify the pump control panel of a rising water level the wet well will surcharge, possibly without notifying operators of the problem, resulting in a major spill or if the floats short cycle they will continually call the pumps to run and stop resulting in damage to the pump motors and / or pumps themselves.
- b. The work includes installing two polyvinyl chloride (PVC) stilling wells into the existing wet well with each well housing two floats. The stilling wells will be secured

to the interior of the wet well by stainless steel brackets anchored to the wet well walls.

3. Automatic Transfer Switch Replacement:

- a. The existing Automatic Transfer Switch (ATS) for the generator at Well T2 is no longer functional and Well T2 and Well B are not able to operate during power outages. Without Well T@ and Well B the City has to rely on water supplied through the interconnections with Henry County Water Authority.
- b. The work includes removal and replacement of the new ATS connected to the existing generator.

The table below provides an overall summary of the project budget and includes the pricing provided by the Contractor for the work described above along with a fee for Engineering Services for Design, Construction Administration and Observation related to these items of work.

Description	Original Cost	Anticipated Cost	Cost Difference	% Over/Under Budget
Total Base Bid for Construction	\$ 4,615,391.00	\$ 4,608,192.00	\$ (7,199.00)	-0.16%
Contingencies	\$ 461,539.10	\$ -	\$ (461,539.10)	-100.00%
Old Conyers LS Rehab and FM Replacement - Const.	\$ -	\$ 720,500.00	\$ 720,500.00	N/A
Change Order #2 - Const.	\$ -	\$ 242,981.61	\$ 242,981.61	N/A
Change Order #3 - Const.	\$ -	\$ 274,200.00	\$ 274,200.00	N/A
Design, Bidding & Construction Management (PO #35159)	\$ 204,400.00	\$ 204,400.00	\$ -	0.00%
Old Conyers LS Rehab and FM Replacement - Engineering	\$ -	\$ 66,900.00	\$ 66,900.00	N/A
SBR Improvements - Construction Administration and Observation	\$ -	\$ 40,500.00	\$ 40,500.00	N/A
Change Order #3 - Engineering Design, CA and CO	\$ -	\$ 28,600.00	\$ 28,600.00	N/A
Total Project Cost =	\$ 5,281,330.10	\$ 6,186,273.61	\$ 904,943.51	17.13%

Incorporating this work into the existing project will expedite completion of the work and reduce additional costs associated with advertisement, bidding and construction administration. Because of their satisfactory work to date, proximity and similar scope in regard to the WWTP Improvements, **Carter & Sloope recommends amending Allsouth Constructors, Inc. contract by Change Order to increase it in the amount of \$274,200.00 for a total amended contract amount of \$5,845,873.61. Our engineering agreement will also need to be amended for our additional work to administer the construction contract and provide observation services for this work. We propose to provide these services for a lump sum, not-to-exceed cost of \$28,600. The City will need to increase the available funds for this project by \$302,800.00 for a total project funding of \$6,186,273.61.**

Please execute and return a copy of the attached Contract Change Order. We will deliver 2 originals to you following execution.

If you have any questions or need any additional information, please call us.

Sincerely,



J. Chad Peden, P.E.

JCP

CC: Mr. Brad Holtsinger, City of Stockbridge
Mr. Martin C. Boyd, P.E., Carter & Sloope

Change Order

No. 3

Date of Issuance: April 23, 2021 Effective Date: _____

Project: WWTP Improvements and Glynn Addy Pump Station	Owner: City of Stockbridge	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Allsouth Constructors, Inc.		Engineer's Project No.: S9100.013 & S9100.014

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Replacement of 2 – SBR Decanter Assemblies

Installation of 2 – 8" diameter stilling wells into IPS

Replacement of 1 – Automatic Transfer Switch at Well T2

Attachments (list documents supporting change):

Contract Change Order

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 4,608,192.00

Increase [Decrease] from previously approved Change Orders No. 0 to No. 2:

\$ 963,481.61

Contract Price prior to this Change Order:

\$ 5,571,673.61

Increase [Decrease] of this Change Order:

\$ 274,200.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): January 7, 2020

Ready for final payment (days or date): February 11, 2020

Increase [Decrease] from previously approved Change Orders No. 0 to No. 2:

Substantial completion (days): 180 days

Ready for final payment (days): 180 days

Contract Times prior to this Change Order:

Substantial completion (days or date): May 30, 2020

Ready for final payment (days or date): July 5, 2020

Increase [Decrease] of this Change Order:

Substantial completion (days or date): 175 days from material delivery

Ready for final payment (days or date): 175 days from material delivery

Contract Price incorporating this Change Order:

\$ 5,845,873.61

Contract Times with all approved Change Orders:

Substantial completion (days or date): TBD

Ready for final payment (days or date): TBD

RECOMMENDED:

By: Chad Rel PE

Engineer (Authorized Signature)

Date: 04/23/2021

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Signature)

Date: _____

Date: _____

CONTRACT CHANGE ORDER

S9100.013 & S9100.014 - Change Order #3 Attachment

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE	DECREASE in Contract Price	INCREASE in Contract Price
Task 1	Contractor to disconnect power and signal cables and remove both existing decanter assemblies and connected piping, and replace the decanter assemblies in both SBR basins, complete with new decanter fiberglass floats, stainless steel weir, galvanized mooring frame, power section connected to a NEMA 4X stainless steel junction box with actuator and limit switches, stainless steel decant pipe, gasket kit, stainless steel flex joints and electronically operated butterfly valve with electric actuator along with reconnecting existing power and signal cables for a complete installation.	1	LS	\$242,575.00		\$242,575.00
Task 2	Contractor to install two polyvinyl chloride (PVC) stilling wells into the existing wet well with each well housing two floats. The stilling wells are to be secured to the interior of the wet well by stainless steel brackets anchored and epoxied to the wet well walls.	1	LS	\$21,775.00		\$21,775.00
Task 3	Contractor to remove and replace the existing ATS with a new ATS at Well T2.	1	LS	\$9,850.00		\$9,850.00
	NET CHANGE IN CONTRACT PRICE =				\$0.00	\$274,200.00
	TOTAL CHANGE IN CONTRACT PRICE				\$274,200.00	



City of Stockbridge

AGENDA ITEM

MEETING DATE

May 10, 2021

FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
- ☐ CHANGE ORDER
- ☐ BUDGET AMENDMENT
- ☐ BUDGET TRANSFER
- ☐ PAYMENT APPROVAL
- ☐ OTHER

- ☐ GENERAL FUND
- ☐ FUND BALANCE
- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron/Brad Holtsinger

DEPARTMENT: Sewer

ITEM/PROJECT/EVENT:

Install surveillance cameras and burglar alarm at the WWTP.

BACKGROUND INFORMATION:

The project will install a video surveillance system and intrusion monitoring for the City of Stockbridge WWTP. The surveillance system includes 12TB NVR, (1) outdoor 8MP bullet camera, (3) Outdoor 16MP Multi-Image dome cameras, (4) 16 Port PoE switches, (4) Hardened wireless Bridges, Cat6 network wire, conduit, installation, programming and training. Johnson Control will also be installing a new DSC Neo Burglar Alarm panel, 1 keypad, 4 door contacts, 1 motion, wire, installation, a cell communicator for primary communication, programming and, training.

SIGNATURES:

CITY MANAGER _____

CITY TREASURER _____

CITY ATTORNEY _____

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$28,604.78

ATTACHMENTS:





Johnson Controls Security Solutions, LLC
Government Technologies



For Billing/Invoice questions - 1-800-428-7124
option 5
For Service/Technical questions - 1-800-428-7124
option 3

City of Stockbridge
100 Stapleton Dr
Stockbridge GA 30281
Sourcewell Member #38654

Sourcewell Schedule Price Quote

CONTRACT #031517-TIS

Contract Modification 08.25.20

Return Purchase Order & Proposal to the
Local Account Manager listed below.
Thank you!

Proposal Prepared by:

Linda Jones

SLG Sales Support

Local Account Mgr: Wil Bush
Local Account Mgr Phone: 478 718 6877
Local Account Mgr Email: wil.bush@jci.com

Proposal Date: 04/22/21
Proposal Name: Wastewater-CCTV
Compass Estimate #: 1-5ZLE4HQ
Proposal Expires: 07/21/21

Installation Charges:

Sourcewell Schedule Products	\$5,664.63
Sourcewell Installation Labor	\$4,155.48
Sourced or "Open Market" Goods	\$12,536.73

Installation Charge Summary: \$22,356.84

Annual Services:

Sourcewell Service	Advanced Option	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$3,249.29
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Annual Service Charge Summary: \$3,249.29

Additional Notes:

Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act ("PWR") applies. If this is incorrect, please advise in writing before submittal of a purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.

Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.

Note #3: Customer to provide Power and Telco Communications.

Note #4: Price includes a One Year Warranty on Material and Labor.

Note #5: Any award resulting from this proposal that is over \$10,000 or over 30 days from start to completion will be eligible for progress billing.

Note #6: Please include Sourcewell Contract Number 031517-TIS on your Purchase Order.



**City of Stockbridge
Stockbridge GA 30281**

Qty.	Model	Description	Sourcewell Net Price	
			Each	Extended
1	IP04-12T-DT	NVR, 4 IP LICENSE (MAX 64), WIN10 & UBUNTU LINUX 16.04 DESKTOP, 12 TB	\$5,320.91	\$5,320.91
2	RHOSW	Dome mount, SDU/Optima, indoor/outdoor, wall, 11 Inches (28.2cm)	\$124.36	\$248.72

SOURCEWELL CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:

500	2412-500FT06	23-4P UTP-CMR SOL BC CAT6 2412 PE/PVC BLUE 305M 500FT BOXES	\$0.19	\$95.00
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Sourced OR "Open Market" Goods				
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3	EW75000-08	HARDENED (-40 C - 70 C) MANAGED IP67 SINGLE BAND 802.11AC, WIRELESS	\$1,140.29	\$3,420.87
4	EX17162	MANAGED ETHERNET SWITCH 16 POE	\$453.63	\$1,814.52
1	IPS08-B16-OI03	ILLUSTRA PRO 8MP BULLET 13-55MM, INDOOR/OUTDOOR IP67, IK10, TDN W/IR, TWDR	\$1,114.27	\$1,114.27
4	IFS16-M10-BT03	Illustra Flex 4x 4MP Multisensor, 2.8mm, Indoor/Outdoor, IP66, IK10, TDN, TWDR	\$1,255.50	\$5,022.00
4	IBWS-M-ISWB-0	Illustra Flex Multisensor Wall Mount, White	\$71.91	\$287.64
4	IBJB-M-ISWB-0	Illustra Flex Multisensor Junction Box, White, 3/4" Conduit Opening	\$83.70	\$334.80

OPEN MARKET ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:

1	EVIP-01-PROMO	SINGLE IP CAMERA LICENSE REG#009379	\$78.77	\$78.77
150	LOCAL	CONDUIT	\$2.14	\$321.00
1	Misc	Miscellaneous Materials (EMT/Flex, Box Fittings, Box Tampers, ETC.)	\$142.86	\$142.86

SOURCEWELL Installation Labor

Installation Labor, Programming and Testing			\$4,155.48	
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Total			\$22,356.84	
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Installation Scope of Work



Town #:	0408-ATLANTA SOUTH	Customer #:		Job #:		Estimate #:	1-5ZLE4HQ
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Service Location

Company Name: City of Stockbridge

d/b/a:

Address Line 1: 100 Stapleton Dr

Address Line 2:

Address Line 3:

City: Stockbridge

State: GA

Zip: 30281

Contact Information: Decius Aaron

Store Number: Wastewater

Sales Rep: Wil Bush

NA#:

Installation Scope of Work

The scope of work is a description of the project and services to be provided. It is a short narrative to include design brief, deliverables both products and services, and project objectives; i.e., "what are we trying to accomplish for the customer?"

Contact Information:

Decius T. Aaron
Public Works Director
Email: DAaron@cityofstockbridge-ga.gov
4640 North Henry Boulevard
Stockbridge, GA 30281
Office: (770) 474-1232
Cell: (678) 373-6765

Jamie Beasley
Senior Account Executive
Mobile: 678-588-9677
Jamie.beasley@jci.com

Wil Bush
478-718-6877
wil.bush@jci.com

System Operation:

This is a proposal for a video surveillance system for the City of Stockbridge Wastewater Plant. The system includes 12TB NVR, (1) outdoor 8MP bullet camera, (3) Outdoor 16MP Multi-Image dome cameras, (4) 16 Port PoE switches, (4) Hardened wireless Bridges, Cat6 network wire, conduit, installation, programming and training.

Programming Info:

JCI will program all camera to record 1 FPS 24/7 and on motion at 7 FPS. JCI has calculated storage for a minimum of 6 months.

Site Conditions:

Existing building with 10' drop ceilings.

Existing Equipment:

None

Customer Expectations:

Installation during normal business hours, M-F, 8-6.

Training Expectations:

Standard system use; pull video, mobile client use, setup views, quick search, etc.

General Comments:

Not applicable.

Customer Responsibilities / Tyco Exclusions:

Customer is responsible for the following;
- Power to NVR and PoE switches



Installation Scope of Work

- Network drop to NVR
- Rack space for NVR and PoE switch(s)
- IP address for NVR
- Access to all work areas
- IT support while getting NVR online

Documentation Needs:

JCI to provide customer with system layout, showing location of NVR, PoE switch(s), and cameras.



Johnson Controls Security Solutions, LLC
Government Technologies



For Billing/Invoice questions - 1-800-428-7124
option 5
For Service/Technical questions - 1-800-428-7124
option 3

City of Stockbridge
100 Stapleton Dr
Stockbridge GA 30281
Sourcewell Member #38654

Sourcewell Schedule Price Quote
CONTRACT #031517-TIS
Contract Modification 08.25.20

Return Purchase Order & Proposal to the
Local Account Manager listed below.
Thank you!

Local Account Mgr: Wil Bush
Local Account Mgr Phone: 478 718 6877
Local Account Mgr Email: wil.bush@jci.com

Proposal Prepared by:
Linda Jones
SLG Sales Support

Proposal Date: 04/23/21
Proposal Name: Wastewater-BA
Compass Estimate #: 1-5ZL9NSJ
Proposal Expires: 07/22/21

Installation Charges:

Sourcewell Schedule Products	\$1,058.55
Sourcewell Installation Labor	\$1,385.16
Sourced or "Open Market" Goods	\$71.44

Installation Charge Summary: \$2,515.15

Annual Services:

Sourcewell Service	Advanced Option	2nd Year - Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	\$192.50
Sourcewell Services		MSM DMP Virtual Keypad APP, Sole Path Cellular Daily Timer Test Services PROVIDED,	\$291.00

Annual Service Charge Summary: \$483.50

Additional Notes:

- Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act ("PWR") applies. If this is incorrect, please advise in writing before submittal of a purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.
- Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.
- Note #3: Customer to provide Power and Telco Communications.
- Note #4: Price includes a One Year Warranty on Material and Labor.
- Note #5: Any award resulting from this proposal that is over \$10,000 or over 30 days from start to completion will be eligible for progress billing.
- Note #6: Please include Sourcewell Contract Number 031517-TIS on your Purchase Order.



**City of Stockbridge
Stockbridge GA 30281**

Qty.	Model	Description	Sourcewell Net Price	
			Each	Extended
1	HS128-CMC-TIS	HS2128 V1.1 TIS/CMC-1/HS2LCD-TIS/7AH/PTC1640UG/J&C	\$406.79	\$406.79
1	TL280LER-AT	TL280LE NEO DUAL PATH LTE/IP ALARM COMMUNICATOR AT&T SIM W/SERIAL RS232	\$299.19	\$299.19
1	HSM2HOST9	WLS POWERG HOST 915MHZ	\$106.30	\$106.30
4	PG9945	WIRELESS POWERG DOOR/WINDOW CONTACT WITH AUXILIARY INPUT 915MHZ	\$38.00	\$152.00
1	PG9974P	WIRELESS POWERG MIRROR PIR MOTION DETECTOR W/ PET IMM 915MHZ	\$76.27	\$76.27

SOURCEWELL CONTRACT ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:

150	494463	22-4C SOL BC FRPVC FRPVC JKT WHT CMP/FPLP 75C SPL CC 500' COIL	\$0.12	\$18.00
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Sourced OR "Open Market" Goods				
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OPEN MARKET ITEMS - AFTER WARRANTY - EXEMPT FROM MAINTENANCE:

1	Misc	Miscellaneous Materials (EMT/Flex, Box Fittings, Box Tampers, ETC.)	\$71.44	\$71.44
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SOURCEWELL Installation Labor				
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Installation Labor, Programming and Testing			\$1,385.16	
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Total			\$2,515.15	
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Installation Scope of Work



Town #:	0408-ATLANTA SOUTH	Customer #:		Job #:		Estimate #:	1-5ZL9NSJ
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Service Location

Company Name: City of Stockbridge

d/b/a:

Address Line 1: 100 Stapleton Dr

Address Line 2:

Address Line 3:

City: Stockbridge

State: GA

Zip: 30281

Contact Information: Decius Aaron

Store Number: Wastewater

Sales Rep: Wil Bush

NA#:

Installation Scope of Work

The scope of work is a description of the project and services to be provided. It is a short narrative to include design brief, deliverables both products and services, and project objectives; i.e., "what are we trying to accomplish for the customer?"

Contact Information:

Decius T. Aaron
Public Works Director
Email: DAaron@cityofstockbridge-ga.gov
4640 North Henry Boulevard
Stockbridge, GA 30281
Office: (770) 474-1232
Cell: (678) 373-6765

Jamie Beasley
Senior Account Executive
Mobile: 678-588-9677
Jamie.beasley@jci.com

Wil Bush
478-718-6877
wil.bush@jci.com

System Operation:

Tyco / JCI will be installing a new DSC Neo Burglar Alarm panel, 1 keypad, 4 door contacts, 1 motion, wire, installation, programming, and training.

Also to be installed / programmed will be a cell communicator for primary communication.

Programming Info:

Standard burglar alarm setup with monitoring via cellular communicator.

Site Conditions:

Existing building with 10' drop ceilings.

Existing Equipment:

None. New system.

Customer Expectations:

Please coordinate and confirm all site visits. Installation during normal business hours, M-F, 8-6.

Training Expectations:

JCI will be providing basic training on the Burglar Alarm panel to be installed.

This will include arming / disarming system as well as establishing individual codes for users



Installation Scope of Work

General Comments:

Not applicable.

Customer Responsibilities / Tyco Exclusions:

Customer will be responsible for the following:

- Power (110v) at panel location
- Phone lines will NOT be needed due to panel communicating via Internet / cell communication

Documentation Needs:

Not applicable.



City of Stockbridge

Agenda Request Form

Meeting Date

May 10, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

New Public Works Facility Account 347-42200-541321

AMOUNT \$200,000.00

BUDGET ADJUSTMENT/ N/A

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: REQUEST FOR PROPOSAL (RFP) NUMBER RFP No. 2019 - 0002P –
Office, Computer and Educational Furniture

BACKGROUND INFORMATION:

The Public Works Department is requesting Council approval to piggyback and renew Georgia Department of Administrative Services, Statewide contract number 99999-001-SPD0000100-0002, City of Stockbridge Contract Request For Proposals (RFP) Number 2019 - 0002P of this contract for Office, Comp. & Edu. Furniture, for the purchase of office furniture for the new Public Works Administration Building, for an estimated amount of \$200,000.00.

On February 3, 2015, the Georgia Department of Administrative Services, awarded the Statewide contract number 99999-001-SPD0000100-0002 for Office, Comp. & Edu. Furniture. The contract was effective February 3, 2015 and expires February 2, 2022.

STAFF RECOMMENDATION:

The Public Works Department is requesting Council approval to piggyback Georgia Department of Administrative Services, Statewide contract number 99999-001-SPD0000100-0002, City of Stockbridge Contract Request For Proposals (RFP) Number 2019 - 0002P for Office, Comp. & Edu. Furniture, for the purchase of office furniture, for the new Public Works Administration Building for an estimated amount of \$200,000.00.

The purpose of the contract is to provide competitive discounted pricing on the purchase of Office, Computer and Educational Furniture products by state and City entities.

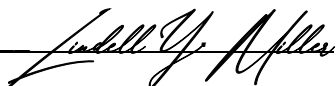
Through a strategically sourced procurement, The State Purchasing Department of the Department of Administrative Services has established a new Statewide Contract(s) for Office, Computer and Educational Furniture with 96 furniture manufacturers.

By utilizing the State of Georgia contract, the City is able to take advantage of lower costs available through competitive pricing. Upon contract approval, the Public Works Department will prepare the requisition to Procurement for the purchase the Public Works Building Furniture.

The City of Stockbridge Ordinance, Section 3.30.080, (F) - Cooperative Purchase. The city may participate in a cooperative purchase for commodities, supplies and services when determined that it is in the best interest of the city. Cooperative purchases where the cost is greater than fifty thousand dollars (\$50,000.00) shall be approved by the city council.

Fiscal Impact: Funds will be provided from New Public Works Facility Account

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign _____
PROCUREMENT YES		NO	or N/A Sign <u></u>
FINANCE DEPT: YES		NO	or N/A Sign _____
CITY MANAGER: YES		NO	or N/A Sign _____



Office Computer and Educational Furniture Statewide Contract 99999-001-SPD0000100-0001

Through a strategically sourced procurement, The State Purchasing Department of the Department of Administrative Services has established a new Statewide Contract(s) for Office, Computer and Educational Furniture with 96 furniture manufacturers, of which 46 are manufacturers on the previous furniture contract. This new contract will replace statewide contract SWC60748, which was awarded in March of 2007.

This contract is a MANDATORY CONTRACT available for use by all State, City & County public entities within the State of Georgia. The contract term is from February 2, 2015 – January 31, 2017. In addition, the state has three (3) options for renewal through September 2020.

The purpose of the contract is to provide competitive discounted pricing on the purchase of Office, Computer and Educational Furniture products by state entities. Most of the manufacturers are industry leaders in the Office, Computer and Educational Furniture market and have provided the State of Georgia furniture products for over the past five (5) years.

Key Benefits of the Contract:

- No minimum order size
- Free delivery within the State of Georgia
- Discounts up to 70% off list price
- Available ordering methods include the state's electronic ordering portal (Team Georgia Marketplace), Phone, Fax and Web
- Access to over 500,000 Office, Computer and Educational Furniture items
- Full credit for returns on all "non-customized" items ordered within 30 days of purchase
- Manufacturers accept the P-Card for purchases

- Three (3) delivery options offered
 - Dock Delivery
 - Inside Delivery
 - Delivery and Installed

- Seven (7) Categories of items to choose from
 - Case Goods Ready to Assemble
 - Case Goods Ready to Use
 - Modular
 - Seating
 - Case Goods Value Added
 - Modular Value Added
 - Seating Value Added

- Vast assortment of Subcategories (48) available for greater search capabilities (ex: Executive Chairs, Folding Chairs, Ergonomic Chairs, Conference Room Furniture)

- Each manufacturer is allowed up to 20 Authorized Dealers to assist customers with Installation, Design, Delivery and consultation sources

- Ability to locate Suppliers by Subcategory

<u>Contract ID</u>	<u>Vendor ID</u>	<u>Short Vendor Name</u>
99999-001-SPD0000100-0001	0000017153	ADDENFURNI-001
99999-001-SPD0000100-0002	0000152522	AFFORDABLE-012
99999-001-SPD0000100-0003	0000117687	AGATI-001
99999-001-SPD0000100-0004	0000094194	AMERICANSE-004
99999-001-SPD0000100-0005	0000555742	AMTABMANUF-001
99999-001-SPD0000100-0006	0000280286	ANTHROINTE-001
99999-001-SPD0000100-0007	0000251908	ARCADIACHA-001
99999-001-SPD0000100-0008	0000555694	ARTOPEX-001
99999-001-SPD0000100-0009	0000555632	AURORASTOR-001
99999-001-SPD0000100-0010	0000005072	BLOCKHOUSE-001
99999-001-SPD0000100-0011	0000082273	BORROUGHS-001
99999-001-SPD0000100-0012	0000005080	BRODART-002
99999-001-SPD0000100-0013	0000555702	BUSHINDUST-001
99999-001-SPD0000100-0014	0000529660	BUTLERWOOD-001
99999-001-SPD0000100-0015	0000555619	CHERRYMANI-001
99999-001-SPD0000100-0017	0000047978	CFGROUP-001
99999-001-SPD0000100-0018	0000100207	DARRANFURN-001
99999-001-SPD0000100-0019	0000004996	DAUPHINNOR-001
99999-001-SPD0000100-0020	0000017037	DAVIDEDWAR-001
99999-001-SPD0000100-0021	0000555621	DIRTTENVIR-001
steel.com/contracts/state-school	0000008191	DITTOSALES-001
99999-001-SPD0000100-0023	0000334381	DUBOISWOOD-001
99999-001-SPD0000100-0024	0000329622	EGANVISUAL-002
99999-001-SPD0000100-0025	0000196610	EISYS-001
99999-001-SPD0000100-0026	0000288668	ENCORESEAT-001
99999-001-SPD0000100-0027	0000555629	ENWORK-001
99999-001-SPD0000100-0028	0000181484	ERGINTERNA-001
99999-001-SPD0000100-0029	0000008086	EXEMPLIS-001
99999-001-SPD0000100-0030	0000004765	FEHALEMFG-001
99999-001-SPD0000100-0031	0000555622	FAIRWAYHOL-001
99999-001-SPD0000100-0032	0000100510	GLOBALINDU-003
99999-001-SPD0000100-0033	0000555700	GREENEMFG-001
99999-001-SPD0000100-0034	0000100242	GROUPLACAS-002
99999-001-SPD0000100-0035	0000008567	HAWORTH-001
99999-001-SPD0000100-0036	0000008494	HERMANMILL-001
99999-001-SPD0000100-0037	0000555634	HISFURNITU-001
99999-001-SPD0000100-0038	0000019141	HIGHMARK-001
99999-001-SPD0000100-0039	0000016847	HLFFURNITU-001
99999-001-SPD0000100-0040	0000139844	HUMANSIZE-001
99999-001-SPD0000100-0041	0000555633	HYEROFFICE-001
99999-001-SPD0000100-0042	0000555628	IMFSOLUTIO-001
99999-001-SPD0000100-0043	0000008180	INFURNITUR-001
99999-001-SPD0000100-0044	0000234849	INSCAPE-001
99999-001-SPD0000100-0045	0000198622	INTEGRA-001
99999-001-SPD0000100-0046	0000010527	ISE-001

99999-001-SPD0000100-0048	0000008182	JASPERSEAT-001
99999-001-SPD0000100-0049	0000016549	JOHNSAVOY-001
99999-001-SPD0000100-0050	0000555631	JRTENTERPR-001
99999-001-SPD0000100-0051	0000009133	JSFURNITU-003
99999-001-SPD0000100-0052	0000289420	KEILHAUER-001
99999-001-SPD0000100-0053	0000008204	KIMBALLINT-001
99999-001-SPD0000100-0054	0000555626	KLNMANUFAC-001
99999-001-SPD0000100-0055	0000004695	KNOLL-001
99999-001-SPD0000100-0056	0000008607	KRUEGERINT-001
99999-001-SPD0000100-0057	0000016181	KRUGFURNIT-002
99999-001-SPD0000100-0058	0000555701	LEEDERFURN-001
99999-001-SPD0000100-0059	0000555625	LELANDINTE-001
99999-001-SPD0000100-0060	0000555624	LIAT-001
99999-001-SPD0000100-0061	0000280896	MARVELGROU-001
99999-001-SPD0000100-0062	0000286497	MAXONFURNI-001
99999-001-SPD0000100-0063	0000152504	MAYLINEGRO-001
99999-001-SPD0000100-0064	0000491815	MEUBLESFOL-001
99999-001-SPD0000100-0065	0000555620	MILLERATWO-001
99999-001-SPD0000100-0066	0000555627	MJINDUSTRI-002
99999-001-SPD0000100-0067	0000504458	MOBILERDEB-001
99999-001-SPD0000100-0068	0000004172	MODUFORM-001
99999-001-SPD0000100-0069	0000485508	NATLOFFICE-003
99999-001-SPD0000100-0070	0000212949	NEUTRALPOS-002
99999-001-SPD0000100-0071	0000016203	NEWENGLAND-002
99999-001-SPD0000100-0072	0000099755	NOVASOLTIO-001
99999-001-SPD0000100-0073	0000152529	NOWSEATING-001
99999-001-SPD0000100-0074	0000555696	OFFICEMAST-001
99999-001-SPD0000100-0075	0000211198	OFSSALES-001
99999-001-SPD0000100-0076	0000355342	PALMERHAMI-001
99999-001-SPD0000100-0077	0000413542	PAOLIINC-001
99999-001-SPD0000100-0078	0000205172	RTLONDON-001
99999-001-SPD0000100-0079	0000004815	SEATING-001
99999-001-SPD0000100-0080	0000128837	SICONORTH-001
99999-001-SPD0000100-0081	0000204616	SMITHSYSTE-001
99999-001-SPD0000100-0082	0000093417	SWCONTRACT-001
99999-001-SPD0000100-0083	0000097152	SPACESAVER-001
99999-001-SPD0000100-0084	0000555635	SPECFURNIT-002
99999-001-SPD0000100-0085	0000152474	STEELCASE-001
99999-001-SPD0000100-0086	0000287815	SYMPHONYFU-001
99999-001-SPD0000100-0087	0000251380	TEKNION-002
99999-001-SPD0000100-0088	0000008229	ALLSTEEL-001
99999-001-SPD0000100-0089	0000555692	BRILL-001
99999-001-SPD0000100-0090	0000287646	GUNLOCKE-002
99999-001-SPD0000100-0091	0000008852	HON-001
99999-001-SPD0000100-0092	0000016838	TRENDWAY-001
99999-001-SPD0000100-0093	0000152479	TRINITYFUR-001
99999-001-SPD0000100-0094	0000353737	UNISOURCEO-001

99999-001-SPD0000100-0095	0000105497	UNIVERSITY-066
99999-001-SPD0000100-0096	0000016701	VIRCO-001
99999-001-SPD0000100-0097	0000197430	WATSONFURN-001
99999-001-SPD0000100-0098	0000246920	WRIGHTLINE-002

<u>Vendor Name</u>
ADDEN FURNITURE INC
AFFORDABLE INTERIOR SYSTEMS INC
AGATI INC
AMERICAN SEATING COMPANY
AMTAB MANUFACTURING CORPORATION
ANTHRO INTERNATIONAL
ARCADIA CHAIR COMPANY
ARTOPEX INC
AURORA STORAGE PRODUCTS INC
BLOCKHOUSE COMPANY INC
BORROUGHS CORPORATION
BRODART COMPANY
BUSH INDUSTRIES INC
BUTLER WOODCRAFTERS INC
CHERRY MAN INDUSTRIES INC
COMMERCIAL FURNITURE GROUP INC
DAR RAN FURNITURE INDUSTRIES
DAUPHIN NORTH AMERICA
DAVID EDWARD COMPANY
DIRTT ENVIRONMENTAL SOLUTIONS INC
DITTO SALES INC
DUBOIS WOOD PRODUCTS INC
EGAN VISUAL INTERNATIONAL INC
EISYS INC
ENCORE SEATING INC
ENWORK
ERG INTERNATIONAL
EXEMPLIS CORPORATION
F E HALE MFG CO
FAIRWAY HOLDINGS
GLOBAL INDUSTRIES SOUTHEAST INC
GREENE MFG INC
GROUP LACASSE
HAWORTH INC
HERMAN MILLER INC
HIS FURNITURE
HIGHMARK
HLF FURNITURE INC
HUMANSIZE CORPORATION
HYER OFFICE FURNITURE INC
IMF SOLUTIONS LLC
INDIANA FURNITURE INDUSTRIES
INSCAPE
INTEGRA INC
INTERNATIONAL SOURCE FOR ERGONOMICS

JASPER SEATING CO
JOHN SAVOY & SON INC
JRT ENTERPRISES LLC
JSJ FURNITURE CORPORATION
KEILHAUER LTD
KIMBALL INTERNATIONAL MARKETING INC
KLN MANUFACTURING
KNOLL INC
KRUEGER INTERNATIONAL INC
KRUG FURNITURE INC
LEEDER FURNITURE LLC
LELAND INTERNATIONAL
LIAT
MARVEL GROUP INC
MAXON FURNITURE INC
MAYLINE GROUP INC
MEUBLES FOLIOT INC
MILLER AT WORK LLC
MJ INDUSTRIES INC
MOBILIER DE BUREAU LOGIFLEX INC
MODUFORM INC
NATIONAL OFFICE FURNITURE INC
NEUTRAL POSTURE INC
NEW ENGLAND WOODCRAFT INC
NOVA SOLUTIONS
NOW SEATING
OFFICE MASTER INC.
OFS SALES CORP
PALMER HAMILTON LLC
PAOLI INC
R T LONDON COMPANY
SEATING INC
SICO NORTH AMERICA
SMITH SYSTEM
SOUTHWEST CONTRACT
SPACESAVER STORAGE SYSTEMS INC
SPEC FURNITURE
STEELCASE INC
SYMPHONY FURNITURE LLC
TEKNION LLC
THE ALLSTEEL COMPANY INC
THE BRILL COMPANY INC
THE GUNLOCKE COMPANY LLC
THE HON COMPANY INC
TRENDWAY CORPORATION
TRINITY FURNITURE INC
UNISOURCE OFFICE FURNITURE PARTS INC

UNIVERSITY LOFT COMPANY
VIRCO INC
WATSON FURNITURE GROUP
WRIGHT LINE LLC

Suppliers Website

<http://www.addenfurniture.com/government-contracts/georgia.html>
<https://www.ais-inc.com/resources/gsa/state-of-georgia/>
<http://www.agati.com/contracts-georgia/>
<http://www.americanseating.com/architectural/government-contracts/georgia-contract-swc-spd0000100>
<http://www.georgia.amtab.net>
www.sitmatic.com
www.arcadiacontract.com/contracts/ga.php
<http://1drv.ms/1uLF92C>
<http://www.aurorastorage.com/ga-contract>
http://www.blockhouse.com/info.php?case=Georgia_Contract
<http://www.borroughs.com/Other/GovernmentContracts/GeorgiaStateContract.aspx>

www.bbffits.com/Markets.aspx
<http://www.butlerwoodcrafters.com/gadoas-butlerwoodcrafters.html>
www.cherrymanindustries.com
<https://www.falconproducts.com/georgia-state-contract.html>
<http://darranga.com>
<http://www.dauphin.com/home.html> and <http://www.valofurniture.com/>

<http://shemekapetway.x10host.com/index.html>
www.versteel.com/contracts/state-school/#georgia

<http://www.egan.com/#!state-of-georgia/c7k>
www.eisys-inc.com/StateofGeorgia
www.encoreseating.com
<http://enwork.com/government/georgia-oecf/>
<http://www.erginternational.com>
http://www.sitonit.net/tools_mainpage/contracts/georgia/gadeptofadminserves.html
http://halesince1907.com/Georgia_State_Contract.cfm
<http://bercoga.com>
<http://www.globalindustries.com/Georgia/Georgia06.htm>
http://www.greenemfg.com/menu_page.php?id=36

<http://mosaic2.haworth.com/stateofgeorgia>
<https://www.hermanmiller.com/hmi/myportal/customers/!ut/p/c5/dYzNjolwFEafxSe4tx0sl2XV2or8VQwqm4aFG>
<http://hi5furniture.com/georgia-contract/>
http://www.highmarkergo.com/webroot/state_contract_ga.php
www.hlffurniture.com/gacontract1.htm
www.humanscale.com/georgia
<http://hyerusa.com/page14/contracts.html>

<http://www.indianafurniture.com/georgiagov>
<http://inscapesolutions.com/2012/state-of-georgia/>
<http://integrarseating.com/contractsGeorgia.html>
www.ise-group.com

www.jaspergroup.us.com

<http://www.savoyfurniture.com/georgia-state-contract/>

<http://www.izzyplus.com/gsa--state-contracts/izzyplus-state-contracts/fixtures-georgia-contract.aspx>

<http://www.keilhauer.com/company/government-contracts/georgia.html>

<http://www.kimballoffice.com/industry/govtState.aspx?slD=34>

<http://georgia.knoll.com>

<https://k2.ki.com/punchoutdev/category.asp?duns=20431>

www.krug.ca

<http://www.leederfurniture.com/#!georgia/c1nwz>

www.liatfurniture.com

<http://www.marvelgroup.com/index.php/state-of-georgia-contract>

<http://maxonfurniture.com/gsa/georgia.aspx>

<http://www.mayline.com/georgiacontract/>

<http://www.foliot.com/en/georgia-state-contract>

www.gamjindustries.com

www.logiflex.ca/ga-contract

<http://moduform.com/georgia.html>

<http://www.nationalofficefurniture.com/app/static/stlocalgeorgia.aspx>

<http://www.neutralposture.com/state-contracts/Georgia/>

www.novadesk.com

<http://allseating.com/node/19350>

<http://officemaster.com/gastate/>

www.paoli.com/georgia

<http://www.rtlondon.com/state-of-georgia-contract>

<http://www.seatingincstateofgeorgia.com>

WWW.SICOINC.COM/GA

<http://smithsystem.com/about-us/contracts/georgia-state-contract/>

<http://www.swcontract.com/state-contracts/state-of-georgia-contract>

<http://www.spacesaver.com/contracts/contracts-state-of-georgia/>

<http://specfurniture.com/contract/contract-99999-spd0000100>

<http://stateofgeorgia.ebusiness.wpengine.com>

<http://www.symphonyga.com/>

<http://georgia.teknioninfo.com>

<http://cms.allsteeloffice.com/About-Us/Markets-We-Serve/State-and-Local/Georgia/>

<http://www.gunlocke.com/government/gsaGeorgia/index.html>

<http://www.hon.com/Pages/State-Local-Contracts-Georgia.aspx>

www.trendway.com/georgia

<http://trinityfurniture.com/state>

www.unisourcefurniture.com

<http://uloft.com/state-contracts/georgia>

<http://www.wrightline.com/georgia/>

[kSBqCHOPP1gXHu-5cl3oIRxbTXU5-pZd211hT2Uws21NJ4fIVJmFPJkFggktaglh937IRxJEmxGnFBYD3kRaKYI](#)

[KhlqJj8cvSITEdLcjHKD0nWem3NBYoU2GY8Ua8tP8B1dT2MlePZdfsl-jRxv_BWkWzali9bCKfu9hnmPPHkO4](#)

[JRcjBaxYWiVD_VqnzQT6pjkrJz8A8jkjTo!/?cid=10317](https://www.1031exchange.com/property/JRcjBaxYWiVD_VqnzQT6pjkrJz8A8jkjTo!/?cid=10317)



City of Stockbridge

Agenda Request Form

Meeting Date

May 10, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☒ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☐ CONTRACT APPROVAL - RENEWAL

AMOUNT \$ 1,263,242.20

FROM ACCOUNT:

Fund Balance \$1,002,387.88

GDOT \$260,854.32

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: Invitation To Bid (ITB) 2021-0001, City of Stockbridge LMIG 2021 Program

BACKGROUND INFORMATION:

The Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, East Coast Grading, Inc, Invitation To Bid (ITB) Number 2021-0001, for the City of Stockbridge LMIG 2021 Program Road and Resurfacing, in the total amount of \$1,263,242.20.

STAFF RECOMMENDATION:

The Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, East Coast Grading, Inc, Invitation To Bid (ITB) Number 2021-0001, for the City of Stockbridge LMIG 2021 Program Road and Resurfacing, in the total amount of \$1,263,242.20.

The Procurement Division solicited Invitation To Bid (ITB) Number 2021-0001, for the City of Stockbridge, LMIG 2021 Program- for the Road and Resurfacing, on the City's website, the Georgia Procurement Registry, State of Georgia website and the Georgia Municipal Association.

The bid opened on March 25, 2021; Seven contractors responded to the solicitation; East Coast Grading, Inc; Blount Construction Company, Inc; C.W. Mathews Contracting, Inc; E.R. Snell Contractor, Inc; Stewart Bros, Inc; Shepco Paving, Inc and H.E.H Paving, Inc. (Exhibit I).

Section 3.30.100 - Competitive sealed bids, Approval of Bid. All bid awards for amounts greater than fifty thousand dollars (\$50,000.00) (cost or revenue) shall be approved by the City Council.

Fiscal Impact: Funds will be provided from Fund Balance and GDOT.

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign_____
PROCUREMENT	YES	NO	or N/A Sign <u>Lindell Y. Miller</u>
FINANCE DEPT:	YES	NO	or N/A Sign_____
CITY MANAGER:	YES	NO	or N/A Sign_____

CITY OF STOCKBRIDGE PROCUREMENT DIVISION
BID TABULATION
2021 LMIG PROGRAM - ITB NO: 2021-0001



ITEM NO.	Estimated Quantity	UNITS	DESCRIPTION	EAST COAST GRADING, INC. P.O. BOX 579 RUTLEDGE, GA 30663		E.R. SNELL CONTRACTOR, INC. P.O. BOX 305 - 1785 OAK ROAD SNELLVILLE, GA 30076		BLOUNT CONSTRUCTION COMPANY, INC. 1730 SANDS PLACE MARIETTA, GA 30067		HEFFPAVING, INC. 3388 ALAMAND ROAD ATLANTA, GA 30316		STEWART BROS., INC. 2480 PLEASANTDALE ROAD DORAVILLE, GA 30340		SHEPOLD PAVING, INC. 4080 MCGINNIS FERRY ROAD ALPHARETTA, GA 30005		C.W. MATTHEWS CONTRACTING CO., INC. 1600 KENVIEW DRIVE MARIETTA, GA 30060	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	L.S.	MOBILIZATION, BONDS AND TRAFFIC CONTROL	\$ 30,000.00	\$ 30,000.00	\$ 18,001.00	\$ 18,001.00	\$ 93,656.16	\$ 93,656.16	\$ 69,450.76	\$ 69,450.76	\$ 108,550.00	\$ 108,550.00	\$ 85,000.00	\$ 85,000.00	\$ 187,726.86	\$ 187,726.86
2	68,500	L.F.	8" WIDE EDGE MILLING, 1 1/2"-2 1/2" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0"	\$ 2.00	\$ 137,000.00	\$ 2.55	\$ 174,675.00	\$ 1.83	\$ 125,355.00	\$ 2.84	\$ 194,540.00	\$ 2.21	\$ 151,385.00	\$ 2.78	\$ 190,430.00	\$ 2.85	\$ 195,225.00
3	450	TON	3'-4" RECYCLED ASPHALTIC CONC. PATH-19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 135.00	\$ 60,750.00	\$ 265.00	\$ 119,250.00	\$ 162.66	\$ 73,197.00	\$ 156.77	\$ 70,546.50	\$ 204.98	\$ 92,241.00	\$ 250.00	\$ 112,500.00	\$ 285.91	\$ 128,659.50
4	3,200	TON	1" RECYCLED ASPHALTIC CONC. PERMANFLEX OR EQUIVALENT	\$ 95.00	\$ 304,000.00	\$ 101.00	\$ 323,200.00	\$ 106.77	\$ 341,664.00	\$ 105.32	\$ 337,024.00	\$ 114.37	\$ 365,984.00	\$ 117.14	\$ 374,848.00	\$ 105.90	\$ 338,880.00
5	7,200	TON	1.5" RECYCLED ASPHALTIC CONC. -12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 85.00	\$ 612,000.00	\$ 80.65	\$ 580,680.00	\$ 88.38	\$ 636,336.00	\$ 90.30	\$ 650,160.00	\$ 93.33	\$ 671,976.00	\$ 96.34	\$ 693,648.00	\$ 89.03	\$ 641,016.00
6	60	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ 90.00	\$ 5,400.00	\$ 228.00	\$ 13,680.00	\$ 133.01	\$ 8,034.60	\$ 158.58	\$ 9,514.80	\$ 129.80	\$ 7,788.00	\$ 168.65	\$ 10,119.00	\$ 243.11	\$ 14,596.60
7	960	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ YD.	\$ 4.00	\$ 2,240.00	\$ 6.00	\$ 3,360.00	\$ 2.98	\$ 1,672.80	\$ 4.91	\$ 2,745.60	\$ 3.00	\$ 1,680.00	\$ 6.50	\$ 3,648.00	\$ 3.00	\$ 2,800.00
8	150	EA	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$ 350.00	\$ 52,500.00	\$ 443.00	\$ 66,450.00	\$ 241.55	\$ 36,232.50	\$ 525.71	\$ 78,856.50	\$ 267.00	\$ 40,050.00	\$ 200.00	\$ 30,000.00	\$ 257.31	\$ 38,596.50
9	2	EA	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$ 250.00	\$ 500.00	\$ 206.00	\$ 412.00	\$ 196.61	\$ 393.22	\$ 321.27	\$ 642.54	\$ 97.00	\$ 194.00	\$ 150.00	\$ 300.00	\$ 41.23	\$ 82.46
10	400	L.F.	GOOD THERMOPLASTIC STOP BAR, 24" WIDE WHITE	\$ 6.33	\$ 2,532.00	\$ 5.10	\$ 2,040.00	\$ 4.91	\$ 1,964.00	\$ 10.28	\$ 4,112.00	\$ 13.20	\$ 5,280.00	\$ 6.90	\$ 2,760.00	\$ 4.55	\$ 1,820.00
11	60	L.F.	GOOD THERMOPLASTIC SOLID CENTERLINE 8" WIDE YELLOW	\$ 3.17	\$ 190.20	\$ 1.10	\$ 66.00	\$ 1.08	\$ 64.80	\$ 2.45	\$ 147.00	\$ 1.00	\$ 60.00	\$ 1.15	\$ 69.00	\$ 1.00	\$ 60.00
12	250	L.F.	GOOD THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW	\$ 2.88	\$ 720.00	\$ 2.55	\$ 637.50	\$ 2.46	\$ 615.00	\$ 7.71	\$ 1,927.50	\$ 3.30	\$ 825.00	\$ 3.45	\$ 862.50	\$ 2.28	\$ 570.00
13	250	L.F.	GOOD THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE	\$ 2.88	\$ 720.00	\$ 2.55	\$ 637.50	\$ 2.46	\$ 615.00	\$ 7.71	\$ 1,927.50	\$ 3.30	\$ 825.00	\$ 3.45	\$ 862.50	\$ 2.28	\$ 570.00
14	2	EA	GOOD THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ 115.00	\$ 230.00	\$ 100.00	\$ 200.00	\$ 97.20	\$ 194.40	\$ 321.27	\$ 642.54	\$ 110.00	\$ 220.00	\$ 115.00	\$ 230.00	\$ 90.00	\$ 180.00
15	2	EA	GOOD THERMOPLASTIC SOLID WHITE LEFT TURN ARROW	\$ 115.00	\$ 230.00	\$ 100.00	\$ 200.00	\$ 97.20	\$ 194.40	\$ 321.27	\$ 642.54	\$ 110.00	\$ 220.00	\$ 115.00	\$ 230.00	\$ 90.00	\$ 180.00
16	2	EA	GOOD THERMOPLASTIC SOLID WHITE STRAIGHT ARROW	\$ 115.00	\$ 230.00	\$ 84.00	\$ 168.00	\$ 81.00	\$ 162.00	\$ 321.27	\$ 642.54	\$ 110.00	\$ 220.00	\$ 115.00	\$ 230.00	\$ 75.00	\$ 150.00
17	4	EA	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE X 2' REFLECTORS, MINIMUM 19" LONG CONTINUOUS WEND CAPS (BLACK/WHITE) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS * PER UNIMAT TRAFFIC REFERENCE NO. 8001, OR APPROVED EQUIVALENT	\$ 1,000.00	\$ 4,000.00	\$ 1,200.00	\$ 4,800.00	\$ 800.00	\$ 3,200.00	\$ 2,213.84	\$ 8,855.36	\$ 1,250.00	\$ 5,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,433.52	\$ 5,734.08
18	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
TOTAL					\$ 1,263,242.20		\$ 1,358,457.00		\$ 1,373,498.88		\$ 1,462,381.68		\$ 1,502,498.00		\$ 1,559,729.00		\$ 1,606,837.00

NOTE: ITEMS SHOWN IN "RED" ARE ADJUSTMENTS TO THE ORIGINAL BID THAT RESULTED FROM AN ERROR RELATED TO THE TOTAL PRICE SUMMATION:

I hereby certify that this is a correct tabulation for all bids received for this project on March 25, 2021 at 3:00 P.M. at the City of Stockbridge.

SECTION III

ORIGINAL

BID FORM



CITY OF STOCKBRIDGE PROCUREMENT DIVISION

SPECIFICATIONS AND CONTRACT DOCUMENTS

2021 LMIG PROGRAM

ITB NO: 2021-0001

Thursday, March 25, 2021 - 3:00 PM

SECTION I
INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms.....	1
Article 2 – Funding and federal requirements	1
Article 3 – Copies of Bidding Documents.....	1
Article 4 – Qualifications of Bidders and project requirements	2
Article 5 – Examination of Bidding Documents, Other Related Data, and Site	2
Article 6 – Mandatory Pre-Bid Conference.....	4
Article 7 – Site and Other Areas	4
Article 8 – Interpretations and Addenda.....	4
Article 9 – Bid Security.....	5
Article 10 – Contract Times.....	5
Article 11 – Liquidated Damages	5
Article 12 – Substitute and “Or-Equal” Items	5
Article 13 – Subcontractors, Suppliers and Others.....	6
Article 14 – Preparation of Bid.....	6
Article 15 – Basis of Bid; Comparison of Bids	7
Article 16 – Submittal of Bid	8
Article 17 – Modification and Withdrawal of Bid	9
Article 18 – Opening of Bids	9
Article 19 – Bids to Remain Subject to Acceptance	9
Article 20 – Evaluation of Bids and Award of Contract	9
Article 21 – Contract Security and Insurance.....	10
Article 22 – Signing of Agreement.....	10

SECTION III

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid.....	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	6



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) 2021-0001

Solicitation Title: City of Stockbridge LMIG 2021 PROGRAM

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.** This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has not changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, March 25, 2021.
2. The deadline for questions has not changed. The deadline was Friday, February 26, 2021 (12:00 noon, EDT)

ADDITIONS / CLARIFICATIONS / CORRECTIONS

- I. For all procurements, a minimum of three (3) qualified responses (bids, proposals, quotes, etc.) shall be required unless adequate source supply is not available. If less than three responses have been received by the deadline established in the original procurement solicitation, sufficient additional time shall be granted in order to solicit at least three (3) qualified responses, and the opening of the responses shall be delayed accordingly.**

- II.** All bids ~~must~~ **should** be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.

Due to COVID-19, City Hall building is closed to visitors. Bid submittal/responses can also be hand delivered by proposers (instructions posted on the rare entrance doors near parking lot) on the following dates and time:

March 17th, 2021 10 a.m. – 3:00 p.m.

March 18th, 2021 10 a.m. – 3:00 p.m.

March 22nd, 2021 - March 25th, 2021 10 a.m. - 3:00 p.m.

Question 1. We were unable to join the Pre-bid conference this morning. Can we still be included on the bidders list?

Answer 1. Please see Article I – Defined terms. Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders that attend the Mandatory Prebid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.

Question 2. The existing asphalt on Seaboard Dr appears to be a few inches above the gutter. Is the end goal to be flush with the gutter? Also, there are existing driveway ramps are these to be removed? Lastly, can manhole risers be used to adjust the manholes to finished grade?

Answer 2. Design intent for this project is to restore the road elevation at the gutter to match the gutter. Any asphalt or concrete materials placed in the gutter at driveways is to be removed. Steel manhole and valve risers are to be used to adjust these items to grade.

Question 3. 1. Will the Contractor be allowed to use Standard Metal Risers for manholes and water valves as the City has allowed in the past?
2. Does the City require the contractor to hire a testing firm for this project?
3. What is the estimated date of NTP?

Answer 3. 1. Steel manhole and valve risers are to be used to adjust these items to grade.
2. The Contract Documents require the Contractor to hire a testing firm for all testing that is required by the technical specifications.
3. Approximately 30-45 days after the City Council approves the award of the contract.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Question 4. Will the City allow a Drop off location for the bid instead of mailing it?

Answer 4. Please see item number II, above.

Question 5. In order to get a more competitive price, will the city consider changing the working days to 120 for substantial completion and 135 for all closeout documents?

Answer 5. No. Please see: ARTICLE 6 – TIME OF COMPLETION 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

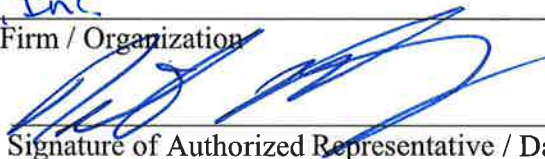
The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

E.R. Snell Contractor, Inc.

Name of Company / Firm / Organization

Nick Murphy - SR Vice President

Printed Name of Authorized Rep. / Title



Signature of Authorized Representative / Date

SECTION III

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Stockbridge, Georgia

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>3/12/21</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

SECTION III

means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

SECTION III

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s) :

<u>ITEM NO.:</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1	L.S	MOBILIZATION, BONDS AND TRAFFIC CONTROL	\$ <u>18001.00</u>	\$ <u>18,001.00</u>
2.	68,500	L.F.	6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0"	\$ <u>2.55</u>	\$ <u>174,675.00</u>
3.	450	TON	3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>265.00</u>	\$ <u>119,250.00</u>
4.	3,200	TON	1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT	\$ <u>101.00</u>	\$ <u>323,200.00</u>
5.	7,200	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>80.65</u>	\$ <u>580,680.00</u>
6.	60	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>228.00</u>	\$ <u>13,680.00</u>
7.	560	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ <u>6.00</u>	\$ <u>3,360.00</u>
8.	150	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$ <u>443.00</u>	\$ <u>66,450.00</u>
9.	2	EA.	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$ <u>206.00</u>	\$ <u>412.00</u>

ER Snell Contractor, Inc.
PO Box 306 / 1785 Oak Road
Snellville, GA 30078



SECTION III

10.	400	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE WHITE	\$ <u>5.10</u>	\$ <u>2,040.00</u>
11.	60	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE YELLOW	\$ <u>1.10</u>	\$ <u>66.00</u>
12.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW	\$ <u>2.55</u>	\$ <u>637.50</u>
13.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE	\$ <u>2.55</u>	\$ <u>637.50</u>
14.	2	EA,	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ <u>100.00</u>	\$ <u>200.00</u>
15.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$ <u>100.00</u>	\$ <u>200.00</u>
16.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW	\$ <u>84.00</u>	\$ <u>168.00</u>
17.	4	EA.	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE x 2" RECYCLED SOLID RUBBER SPEED BUMP W/ REFLECTORS, MINIMUM 19' LONG CONTINUOUS W/ END CAPS (BLACK/YELLOW) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS; PER "UnimatTraffic" REFERENCE NO. 8001, OR APPROVED EQUIVALENT.	\$ <u>1200.00</u>	\$ <u>4800.00</u>
18.	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Total Base Bid in Words:

one million, three hundred fifty eight thousand,
four hundred fifty seven dollars and zero cents Dollars

In Numbers: \$ 1,358,457.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

ER Snell Contractor, Inc.
PO Box 306 / 1785 Oak Road
Snellville, GA 30078

SECTION III

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors (if known);
 - C. List of Proposed Suppliers (if known);
 - D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
 - E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
 - F. GDOT Prequalification Certificate;
 - G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
 - H. Contractor Affidavit and Agreement;
 - I. Subcontractor Affidavit and Agreement (if known);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SECTION III

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: E.R. Snell Contractor, Inc.

State of Incorporation: Georgia

Type (General Business, Professional, Service, Limited Liability): Highway Construction

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Nick Murphy

Title: SR Vice President
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Georgia is
7 / 1 / 1957



SECTION III

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
_____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1785 Oak Rd Snellville GA 30078

Phone No. 770-985-0600 Fax No. 770-985-2957

E-mail nmurphy@ersnell.com

SECTION III

SUBMITTED on 3/25, 2021.

GDOT Prequalification Certificate No. 2SN250.



Date: 3/25/21

To Whom It May Concern:

The following is a list of all personnel authorized by resolution of the Board of Directors of E.R. Snell Contractor, Inc. to sign contract documents, bid proposals, surety bonds and withdraw proposals prior to the opening of bids.

A. Scott Briscoe	President
Jared Snell	Executive Vice President/Treasurer
David E. Snell	Vice President
Chandler Snell	Asst Vice President/Corporate Secretary
Justin Snell	Asst Vice President/ Asst Corporate Secretary
Thomas Randolph Griffin II	Senior Vice President
Nicholas E. Murphy	Senior Vice President
Robert Morris	Senior Vice President
Tom Clower	Vice President
F.R. Price, III	Vice President


Jared Snell - Executive Vice President/Treasurer

Jared Snell, being duly sworn, deposes and says that he is Executive Vice President/Treasurer of E.R. Snell Contractor, Inc. and that all statements contained in this document are true and correct.

Sworn before me this 25th day of March 2021


Notary Public

My Commission Expires: 5/18/24



E. R. Snell Contractor, Inc.

 www.ersnell.com |  770.985.0600 |  1785 Oak Road, Snellville, GA 30078



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

June 26, 2019

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SN250

E. R. Snell Contractor, Inc.
P. O. Box 306
Snellville, GA 30078

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$967,500,000
CERTIFICATE EXPIRES: June 30, 2021
PRIMARY WORK CLASS/CODE: 400
SECONDARY WORK CLASS(ES)/CODE(S): 150, 205, 208, 310, 500, 507, 626, 820

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marc Mastronardi", is written over a horizontal line.

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA003045

Thomas R Griffin, II
1976 River View Drive
Gainesville GA 30501

Company Name: E R Snell Contractor Inc
Company License NO: GCCO003037
General Contractor Qualifying Agent

EXP DATE - 06/30/2022 Status: Active
Issue Date: 02/07/2011

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

Thomas R Griffin, II
1969 River View Drive
Gainesville GA 30501



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors
License No. GCQA003045

Thomas R Griffin, II
1976 River View Drive
Gainesville GA 30501

Company Name: E R Snell Contractor Inc
Company License NO: GCCO003037
General Contractor Qualifying Agent

EXP DATE - 06/30/2022 Status: Active
Issue Date: 02/07/2011

City of Snellville, Georgia
2342 Oak Road, Snellville, GA 30078

OCCUPATION TAX CERTIFICATE

2020

This License is Granted to:

LICENSING DEPT
E.R. SNELL CONTRACTOR INC
PO BOX 306
SNELLVILLE GA 30078

SNELL, E.R. CONTRACTORS

Effective Date:	1/01/2020
License No:	2020OCC-000159
Class:	CLASS 2
SIC Code:	1600
	CONSTRUCTION OTHER THAN BLD
	CONSTRUCTION - ROADS &
	BRIDGES
Expires:	12/31/2020

LOCATION OF BUSINESS: 1785 OAK RD

This license is issued on the petition of the applicant, who assumes all responsibility of compliance with Federal, State, County and Municipal Regulations. The City will make no refund if such regulations prevent or restrict the trade, business, or profession herein proposed.

EXPIRATION DATE - December 31, 2020

It is the duty of the above referenced business to permit all reasonable inspections of his business and examinations of his books by public authorities so authorized by law, to ascertain and at all times comply with all laws and regulations applicable to such businesses, to avoid all forbidden, improper or unnecessary practices or conditions which do or may affect the public health, morals or welfare, and to refrain from operating the business on premises after expiration of his occupational tax certificate and during the period his certificate is revoked or suspended.

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

E.R. SNELL CONTRACTOR INC
LICENSING DEPT
PO BOX 306
SNELLVILLE GA 30078

SECTION IV

BID BOND

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

BIDDER (Name and Address):

E.R. Snell Contractor, Inc.
1785 Oak Road
Snellville, GA 30078

SURETY (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address):

City of Stockbridge, Georgia
4640 N. Henry Blvd.
Stockbridge, GA 30281

BID

Bid Due Date: **March 25, 2021 at 3:00 PM**

Description (Project Name and Include Location):

CITY OF STOCKBRIDGE – 2021 LMIG PROGRAM

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): March 25, 2021

Penal sum Five Percent of Amount Bid

(Words)

\$ -5%-

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

E.R. Snell Contractor, Inc.

Bidder's Name and Corporate Seal

By:

Signature

Tom Clower

Print Name

Vice President

Title

Attest:

Signature

Corporate Secretary

Title



SURETY

Travelers Casualty and Surety Company of America

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

David C. Eades

Print Name

Attorney-In-Fact

Title

Attest:

Signature Carrie J. Key

Attorney-In-Fact

Title

SECTION IV

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

TRAVELERS

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C Eades** of Atlanta Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **MARCH**, **2021**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2021

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 Sterling Seacrest Partners, Inc P O Box 724137 Atlanta GA 31139	CONTACT NAME: Mary Ward PHONE (A/C, No, Ext): (678) 424-6500 FAX (A/C, No): (678) 424-6527 E-MAIL ADDRESS: mward@sspins.com																					
INSURED E.R. Snell Contractor, Inc. P.O. Box 306 Snellville GA 30078	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Greenwich Insurance Company A+XV</td><td>22322</td></tr><tr><td>INSURER B:</td><td>National Fire & Marine Insurance A++XV</td><td>20079</td></tr><tr><td>INSURER C:</td><td>XL Specialty Insurance Company A+XV</td><td>37885</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Greenwich Insurance Company A+XV	22322	INSURER B:	National Fire & Marine Insurance A++XV	20079	INSURER C:	XL Specialty Insurance Company A+XV	37885	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	XL Specialty Insurance Company A+XV	37885																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 21-22 Master Liab**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X/C/U ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: 100,000 Ded			CGD7409936	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ 100,000 Ded ☒ H&NO Autos			CAD7409937	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			42XSF309840	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CWG7409934 (NC/SC only)	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Georgia Excess Workers Compensation Officers Included			CWE7409935	01/01/2021	01/01/2022	Each accident \$1,000,000 Each employee disease \$1,000,000 Self Insured Retention \$650,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ITB No: 2021-0001 - 2021 LMIG Program

See page 2 with respect to: Owner & Engineer, and any other individuals or entities identified in the Supplementary Conditions

CERTIFICATE HOLDER**CANCELLATION**

City of Stockbridge 4640 N. Henry Blvd. Stockbridge GA 30281	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
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY Sterling Seacrest Partners, Inc		NAMED INSURED E.R. Snell Contractor, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

When required by written contract the following policy forms/endorsements apply to certificate holder and/or any entity(ies) shown in the description section:

General Liability:

Blanket Additional Insured Ongoing Operations- CG2010 0413
Blanket Additional Insured Completed Operations- CG2037 0413
Blanket Waiver of Subrogation CG2404 0509
Primary Non-Contributory Coverage XIL424 0605
30 Day Notice of Cancellation IXI405 09/10

Automobile Liability:

Blanket Additional Insured XIC414 1013
Primary Noncontributory: MANUS
Blanket Waiver of Subrogation CA0444 1013
Blanket Loss Payee CA9944 1013
30 Day Notice of Cancellation IXI405 09/10

Workers Compensation (North Carolina/South Carolina):

Blanket Waiver of Subrogation WC000313 0484
30 day Notice of Cancellation WC990657
Excluded Officers - Christopher L. Snell, Robin J. Snell, David E. Snell

Excess Workers Compensation:

Blanket Waiver of Subrogation XWC240XLSP 1103
30 day Notice of Cancellation IXI405 09/10

Umbrella:

Following form on the above policies/endorsements.

SECTION V

CONTRACTOR FURNISHED DOCUMENTS

SECTION VI

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 that is contracting with the City of Stockbridge, Georgia, 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 Stockbridge, Georgia, contractor will secure from each 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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to City of Stockbridge, Georgia at the time the subcontractor(s) is retained to perform such service.

22114
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

3/25/21
Date

SR Vice President
Title of Authorized Officer of Contractor

Nick Murphy
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 25th DAY OF March, 2021

Kelley Pollard
Notary Public I

My Commission Expires: 5/18/24

*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).



RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VII

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of City of Stockbridge, Georgia, has registered with and is participating in a federal work authorization program* (or 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.

182906

EEV/Basic Pilot Program* User Identification Number

KIM B COLEMAN

3/22/2021

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

PRESIDENT

Title of Authorized Officer or Agent of Subcontractor

KIM B COLEMAN

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 22 DAY OF MARCH, 2021

Patricia L. Lamy, Notary

Notary Public

My Commission Expires: _____



*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VIII

FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Stockbridge, Georgia (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Construction Drawings & Specifications.

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of Stockbridge, Georgia’s “2021 LMIG Program” project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge’s “2021 LMIG Program - ITB# 2021-0001” project.

ARTICLE 3 – ENGINEER (OWNER’S REPRESENTATIVE)

- 3.01 The Project has been designed by **Falcon Design Consultants, LLC (Engineer)**, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **75** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph

SECTION VIII

14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
- A. For all Work at the Unit Price Base Bid of: _____ **DOLLARS (\$0.00)**
- B. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of PAYMENTS*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

SECTION VIII

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site;

SECTION VIII

information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. Payment Bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions
 - 6. Technical Specifications.
 - 7. Drawings (Location Maps)
 - 8. Addenda.
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.

SECTION VIII

- b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Certificate of Insurance.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract 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.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part

SECTION VIII

thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

1. *Indemnification:* The CONTRACTOR shall indemnify and hold harmless the OWNER and Consulting ENGINEER (also known as Falcon Design Consultants, LLC) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. 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 Clause. In any and all claims against the OWNER or the Consulting ENGINEER (Falcon Design Consultants, LLC) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not

SECTION VIII

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 workman's compensation acts, disability benefit acts or other employee benefit acts.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Stockbridge, Georgia

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

4640 North Henry Boulevard

Stockbridge, GA 30281

Phone: (770) 389-7900

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Phone: _____

GDOT Prequalification Certificate No:

(Where applicable)

Agent for service of process:

SECTION IX

NOTICE TO PROCEED



Date: _____

Project: 2021 LMIG Program

Owner: City of Stockbridge, Georgia

Owner's Contract No.: ITB# 2021-0001

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____, On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Completion is _____, and the number of consecutive calendar days to achieve Substantial Completion is **75**, and the number of consecutive calendar days to achieve readiness for Final Completion including Closeout Documents is **90**.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Contractor:

Owner: **City of Stockbridge, Georgia**

Authorized Signature

Authorized Signature

Title

Title

Date

Date

SECTION X

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT

Effective Date of
Agreement:

Amount: \$_____.

Description (*Name and Location*): 2021 LMIG Program

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION X

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

SECTION X

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor ceased working or within two years after 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.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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.

11. Definitions.

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

SECTION X

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

SECTION XI
PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge, Georgia

4640 North Henry Boulevard

Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount: \$ _____.

Description (*Name and Location*): 2021 LMIG Program

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION XI

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to 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 Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to 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 or equipment 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 Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had 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 Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. 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 Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the

SECTION XI

Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. 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. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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 of any person or entity appearing to be a potential beneficiary of this Bond, 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 Contractor, or with a first-tier subcontractor of 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

SECTION XII

CERTIFICATE OF CONTRACTOR'S ATTORNEY

I, the undersigned, _____, the duly authorized and
acting legal representative of (Contractor) _____,
do hereby certify as follows:

I have examined the attached Contract and Performance and Payment Bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIII

CERTIFICATE OF OWNER'S ATTORNEY



I, the undersigned, _____, the duly authorized and acting legal representative of the **City of Stockbridge, Georgia**, do hereby certify as follows:

I have examined the attached Contract and the manner of execution thereof by the authorized City representatives, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the City of Stockbridge, Georgia; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIV

GENERAL CONDITIONS

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology.....	4
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed	6
2.04 Starting the Work.....	6
2.05 Before Starting Construction	6
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules	7
Article 3 – Contract Documents: Intent, Amending, Reuse.....	7
3.01 Intent.....	7
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	9
3.06 Electronic Data.....	9
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	10
4.03 Differing Subsurface or Physical Conditions.....	10
4.04 Underground Facilities	12
4.05 Reference Points	12
4.06 Hazardous Environmental Condition at Site.....	13
Article 5 – Bonds and Insurance	14
5.01 Performance, Payment, and Other Bonds	14
5.02 Licensed Sureties and Insurers	15
5.03 Certificates of Insurance	15
5.04 Contractor’s Insurance.....	15
5.05 Owner’s Liability Insurance	17
5.06 Property Insurance	17
5.07 Waiver of Rights	17
5.08 Receipt and Application of Insurance Proceeds	18
5.09 Acceptance of Bonds and Insurance; Option to Replace.....	18
5.10 Partial Utilization, Acknowledgment of Property Insurer	18

SECTION XIV

Article 6 – Contractor’s Responsibilities	18
6.01 Supervision and Superintendence	18
6.02 Labor; Working Hours	19
6.03 Services, Materials, and Equipment	19
6.04 Progress Schedule	19
6.05 Substitutes and “Or-Equals”	19
6.06 Concerning Subcontractors, Suppliers, and Others	22
6.07 Patent Fees and Royalties	23
6.08 Permits	23
6.09 Laws and Regulations	24
6.10 Taxes	24
6.11 Use of Site and Other Areas	24
6.12 Record Documents	25
6.13 Safety and Protection	25
6.14 Safety Representative	26
6.15 Hazard Communication Programs	26
6.16 Emergencies	26
6.17 Shop Drawings and Samples	26
6.18 Continuing the Work	28
6.19 Contractor’s General Warranty and Guarantee	28
6.20 Indemnification	29
6.21 Delegation of Professional Design Services	30
Article 7 – Other Work at the Site	30
7.01 Related Work at Site	30
7.02 Coordination	31
7.03 Legal Relationships	31
Article 8 – Owner’s Responsibilities	31
8.01 Communications to Contractor	31
8.02 Replacement of Engineer	32
8.03 Furnish Data	32
8.04 Pay When Due	32
8.05 Lands and Easements; Reports and Tests	32
8.06 Insurance	32
8.07 Change Orders	32
8.08 Inspections, Tests, and Approvals	32
8.09 Limitations on Owner’s Responsibilities	32
8.10 Undisclosed Hazardous Environmental Condition	32
8.11 Evidence of Financial Arrangements	33
8.12 Compliance with Safety Program	33
Article 9 – Engineer’s Status During Construction	33
9.01 Owner’s Representative	33
9.02 Visits to Site	33
9.03 Project Representative	33
9.04 Authorized Variations in Work	34
9.05 Rejecting Defective Work	34
9.06 Shop Drawings, Change Orders and Payments	34

SECTION XIV

9.07	Determinations for Unit Price Work	34
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	34
9.09	Limitations on Engineer's Authority and Responsibilities	35
9.10	Compliance with Safety Program	35
Article 10 – Changes in the Work; Claims		36
10.01	Authorized Changes in the Work	36
10.02	Unauthorized Changes in the Work	36
10.03	Execution of Change Orders	36
10.04	Notification to Surety	36
10.05	Claims	37
Article 11 – Cost of the Work; Allowances; Unit Price Work		37
11.01	Cost of the Work	37
11.02	Allowances	40
11.03	Unit Price Work	40
Article 12 – Change of Contract Price; Change of Contract Times		41
12.01	Change of Contract Price	41
12.02	Change of Contract Times	42
12.03	Delays	42
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		43
13.01	Notice of Defects	43
13.02	Access to Work	43
13.03	Tests and Inspections	43
13.04	Uncovering Work	44
13.05	Owner May Stop the Work	44
13.06	Correction or Removal of Defective Work	45
13.07	Correction Period	45
13.08	Acceptance of Defective Work	46
13.09	Owner May Correct Defective Work	46
Article 14 – Payments to Contractor and Completion		47
14.01	Schedule of Values	47
14.02	Progress Payments	47
14.03	Contractor's Warranty of Title	50
14.04	Substantial Completion	50
14.05	Partial Utilization	50
14.06	Final Inspection	51
14.07	Final Payment	51
14.08	Final Completion Delayed	52
14.09	Waiver of Claims	53
Article 15 – Suspension of Work and Termination		53
15.01	Owner May Suspend Work	53
15.02	Owner May Terminate for Cause	53
15.03	Owner May Terminate For Convenience	54
15.04	Contractor May Stop Work or Terminate	55

SECTION XIV

Article 16 – Dispute Resolution	55
16.01 Methods and Procedures.....	55
Article 17 – Miscellaneous	56
17.01 Giving Notice	56
17.02 Computation of Times	56
17.03 Cumulative Remedies	56
17.04 Survival of Obligations	56
17.05 Controlling Law	56
17.06 Headings	56

SECTION XIV

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

SECTION XIV

Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

SECTION XIV

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

SECTION XIV

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

SECTION XIV

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

SECTION XIV

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 15th day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 15 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during

SECTION XIV

performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

SECTION XIV

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

SECTION XIV

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole

SECTION XIV

risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Not Used

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 - 1. is of such a nature as to require a change in the Contract Documents; or

SECTION XIV

2. differs materially from that shown or indicated in the Contract Documents; or
3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

SECTION XIV

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor

SECTION XIV

shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which

SECTION XIV

such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. Not Used
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

SECTION XIV

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

SECTION XIV

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence

SECTION XIV

satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

Not Used

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

SECTION XIV

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Not Used

B. Not Used

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

Not Used

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

SECTION XIV

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material

SECTION XIV

or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

SECTION XIV

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes

SECTION XIV

in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

SECTION XIV

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. Not Used
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

SECTION XIV

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

SECTION XIV

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

SECTION XIV

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

SECTION XIV

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

SECTION XIV

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is

SECTION XIV

not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

SECTION XIV

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials

SECTION XIV

and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

SECTION XIV

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Not Used

SECTION XIV

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

SECTION XIV

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

SECTION XIV

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

SECTION XIV

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

SECTION XIV

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment

SECTION XIV

in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

SECTION XIV

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

SECTION XIV

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

SECTION XIV

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or

SECTION XIV

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

SECTION XIV

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

SECTION XIV

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will

SECTION XIV

conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

SECTION XIV

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

SECTION XIV

resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend

SECTION XIV

payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in

SECTION XIV

Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Twenty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

SECTION XIV

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part

SECTION XIV

of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. Not Used

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

SECTION XIV

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

SECTION XIV

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

SECTION XIV

3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 7 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. Not Used
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION XIV

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

SECTION XIV

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the State of Georgia.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION XV

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to 3 printed or hard copies of this the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety:

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

SECTION XV

- a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$1,000,000
2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- a. General Aggregate \$1,000,000
 - b. Products - Completed Operations Aggregate \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - ☐ General Aggregate \$1,000,000
 - ☐ Each Occurrence \$1,000,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000

SECTION XV

- b. Property Damage:
Each Accident
Annual Aggregate

\$1,000,000
\$1,000,000

SC-6.11 *Use of Site and Other Areas*

SC-6.11 Add the following new paragraphs immediately after Paragraph 6.11.D:

- E. Contractor shall work with Owner and Engineer as required by law to comply with current State of Georgia Department of Natural Resources permit requirements. Contractor shall be responsible for developing and implementing a land disturbing activity plan, erosion control plan and temporary erosion control measures which comply with the State of Georgia Sediment and Erosion Control BMP standards, as set forth in manuals, practices and procedures promulgated by the State and local governing authorities, including but not limited to the most recent edition of the Manual for Erosion and Sediment Control in Georgia.**
- F. From the issuance date of a notice to proceed, or the date the Contractor begins work, whichever event occurs first, the Contractor shall be responsible for the project site. The escape of sediment from the site shall be prevented by Contractor's installation and maintenance of temporary erosion control measures and practices at the Contractor's expense. All appropriate erosion control measures shall be installed prior to any land disturbing activity. Erosion control measures shall be monitored by Contractor on a daily basis and repaired or restored until permanent erosion control measures are established and the Work is complete.**

SC-6.17 *Shop Drawings and Samples*

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.**

SECTION XV

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-7.0 *Contract Drawings – Inclusion of Project Sketch as Stated:*

SC-7.1 The contract sketch “CITY OF STOCKBRIDGE, GEORGIA; ROAD PAVING LAYOUT MAP; 2021 LMIG PROGRAM” is included as an addition to these Contract Documents and attached to these Supplementary Conditions along with three (4) maps that enlarge the project areas.

SC-8.0 *Supplemental Technical Specifications as Stated:*

SC-8.1 Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for the “City of Stockbridge, Georgia – ITB# 2021-0020 - 2021 LMIG Program” shall be per the “Georgia Department of Transportation Standard Specifications Construction of Transportation Systems – April 18, 2013 or latest revision” (Note: Local Standards take precedence over GDOT specifications related to conflicting guidelines, plans, and/or specifications.)

SC-9.0 *Road Resurfacing List and Recommendations:*

The following list includes all roads that comprise the Stockbridge 2021 LMIG program. Roadways are listed in no particular order. All dimensions shown are approximate and for estimating purposes only.

- **ADDY LANE** - from Davidson Parkway to Walter Way: approximately 2615 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface full road with 1-inch Permaflex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - remove and replace (2) rubber speed bumps with end caps;
 - stop bars adjacent to all stop signs.
- **TOWNSEND BEND** - from Addy Lane to Walter Way: approximately 1991 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permaflex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.

SECTION XV

- **KALILYNE DRIVE** - from Addy Lane to Townsend Bend: approximately 560 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permaflox;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **WINSAP DRIVE** - from Townsend Bend to Walter Way: approximately 505 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permaflox;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **SEABOARD DRIVE** - from Old Atlanta Road to Northbridge Drive: approximately 1327 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 700 ft.²;
 - resurface full road with 1-inch Permaflox;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
 -
- **CARRIAGE LAKE DRIVE** - from Walt Stephens Road to Walt Stephens Road: approximately 3070 linear feet x 23-foot nominal width; with (2) accel/decel lanes and (1) island entrance;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 900 ft.²;
 - resurface full road with 1-inch Permaflox;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs;
 - right-turn arrow;
 - left-turn arrow;
 - 5" wide yellow solid center line approximately 30 L.F.

SECTION XV

- **CHADWICK COMMONS** - from Fairgreen Trail to Anglewood Trace: approximately 2135 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 2000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **ANGLEWOOD TRAIL** - from Monarch Village Way to Chadwick Commons: approximately 2386 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1500 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **CLIFF LAKE TRAIL** - from Monarch Village Way to Lilly Glen Lane: approximately 956 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **PATHWOOD LANE** - from Monarch Village Way to Vista Creek Drive: approximately 2020 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface with 1-inch Permafex from Monarch Village Way to Fernwalk Court;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.

SECTION XV

- **VISTA CREEK DRIVE** - from Pathwood Lane to Winter View Way: approximately 2665 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **SERENE WATERS TRAIL** - from Cul-de-Sac to Cul-de-Sac: approximately 1225 linear feet x 21-foot nominal width; with (2) 80' diameter Cul-de-Sac and (1) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade.
- **HARVICK CIRCLE** - from Parkland Drive to Parkland Drive: approximately 2715 linear feet x 23-foot nominal width; with (2) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface full road with 1-inch Permaflex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - remove and replace (2) rubber speed bumps with end caps;
 - stop bars adjacent to all stop signs.
- **SUMMIT VIEW DRIVE** - from State Route 42 to Sawtooth Lane: approximately 6530 linear feet x 23-foot nominal width; with (1) accel/decel lane, (1) island entrance and (1) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 500 ft.²;
 - resurface full road with 1-inch Permaflex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs;
 - right-turn arrow;
 - left-turn arrow;
 - 5" wide yellow solid center line approximately 30 L.F.

SECTION XV

- **McKINLEY LOOP** - from Summit View Drive to Summit View Drive: approximately 1496 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.

SECTION XVI

PROJECT MAPS

**LIST OF SUBCONTRACTORS
SOLICITATION NO. ITB NO.: 2021-0001
“2021 LMIG PROGRAM”**

1. Highway Services, Inc.

SECTION XVII



EXHIBIT II
REFERENCE VERIFICATION AND RELEASE FORM

SOLICITATION NUMBER: ITB NO.: 2021-0001

PROJECT TITLE: STOCKBRIDGE - 2021 LMIG PROGRAM

BIDDER: E.R. Snell Contractor, Inc.
(List name exactly as provided in Bid Form)

Provide at least five (5) references for the Bidder listed above of work similar to the current project being completed within the last five (5) years. Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

REFERENCE NO. 1:

Name of Company/Entity: Gwinnett County

Mailing Address: 75 Langsky Drive

City/State/Zip Code: Lawrenceville, GA 30046

Contact Person Name: Ralph Robbins - Atlas

Contact Person Title:

Contract Person Phone No.: 404-414-7389

Contract Person Email: ralph.robbins@oneatlas.com

Date Work Performed: 4/1/20 - 12/20

Brief Description of Work Performed:

2020 North/South Resurfacing

2 contracts

SECTION XVII

REFERENCE NO. 2:

Name of Company/Entity: City of Buford

Mailing Address: 2300 Buford Hwy

City/State/Zip Code: Buford, GA 30518

Contact Person Name: Clyde Black

Contact Person Title:

Contract Person Phone No.: 678-725-5284

Contract Person Email: cblack@cityofbuford.com

Date Work Performed: 9/20-12/20

Brief Description of Work Performed:

Buford 2020 LMIG

REFERENCE NO. 3:

Name of Company/Entity: Spalding County

Mailing Address: 119 E Solomon St.

City/State/Zip Code: GRIFFIN, GA 30223

Contact Person Name: Terri Bass

Contact Person Title:

Contract Person Phone No.: 762-435-9942

Contract Person Email: tbass@spaldingcounty.com

Date Work Performed: 9/20-12/20

Brief Description of Work Performed:

Spalding 2020 LMIG

SECTION XVII

REFERENCE NO. 4:

Name of Company/Entity: Clayton County

Mailing Address: 7994 N. McDonough St.

City/State/Zip Code: Jonesboro, GA 30236

Contact Person Name: Monique Johnson

Contact Person Title: _____

Contract Person Phone No.: 770-477-3592

Contract Person Email: monique.johnson@claytoncountyga.gov

Date Work Performed: 3/20 - 11/21

Brief Description of Work Performed: _____

Resurfacing of Various Rds.
Districts 1 & 2 | Districts 3 & 4 2 contracts

REFERENCE NO. 5:

Name of Company/Entity: City of Snellville

Mailing Address: 2342 Oak Rd.

City/State/Zip Code: Snellville, GA 30078

Contact Person Name: Allan Snipes

Contact Person Title: _____

Contract Person Phone No.: 678-898-9439

Contract Person Email: asnipes@snellville.org

Date Work Performed: 10/19 - 12/19

Brief Description of Work Performed: _____

Snellville 2019-2020 Resurfacing

SECTION XVII

REFERENCE VERIFICATION RELEASE STATEMENT

The Bidder listed below hereby authorizes the City of Stockbridge and its Representatives to contact the references provided for this bid and any additional parties that may be encountered/discovered during the reference conformation process.

BIDDER: E.R. Shell Contractor Inc.
(List name exactly as provided in Bid Form)

SIGNED BY: Nick Murphy SR Vice President
(Printed name and title)

AUTHORIZED
SIGNATURE:  **DATE:** 3/25/21

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of Bidder E.R. Snell Contractor, Inc.
2. Business Address 1785 Oak Rd Snellville GA 30078
3. When Organized 1920's
4. Bidder is a (an) Corporation - 1959
(Individual - Partnership - Corporation)

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are. If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

<u>A. Scott Briscoe</u>	<u>Snellville GA</u>
<u>Jared Snell</u>	<u>Snellville GA</u>
<u>David Snell</u>	<u>Snellville GA</u>

CORPORATION

Corporation is incorporated in the State of: Georgia

President is: A. Scott Briscoe

Treasurer is: Jared Snell

Place of Business: 1785 Oak Rd Snellville GA 30078

5. How many years have you been engaged in the contracting business under your present firm or trading name? 98
6. Financial Statement: (Attach Separate Sheet) provided if low bidder
7. Credit Available for this Contract \$ *15 million
8. Contracts Now on Hand, Gross Amounts \$ See attached
9. Have you ever refused to sign a contract at your original bid?
NO
10. Have you ever defaulted on a contract?
NO

FORM OF STATEMENT OF BIDDER'S QUALIFICATIONS

11. Remarks:

12. Will you, upon request, furnish any other information that is required?

YES

13. The undersigned hereby authorizes and requests any person to furnish any information requested by the Schenectady Housing Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Date at _____ this 25th day of March, 2021.

E.R. Snell Contractor, Inc.

(Name of Bidder)

By: _____

Title: SR Vice President

STATE OF Georgia)

COUNTY OF Spalding)

Nick Murphy, being duly sworn, deposes and says that he is SR Vice President of E.R. Snell Contractor Inc. and that the answers to the foregoing questions and all statements therein contained are true and correct.

E.R. Snell Contractor, Inc.

(Name of Bidder)

Sworn to before me this: 25th

Day of March, 2021

Kelley Pollard

NOTARY PUBLIC

My commission expires: 5/18/24

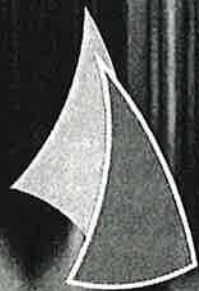


E.R. Snell Contractor, Inc. and Subsidiary

Consolidated Financial Reports

December 31, 2019 and 2018

*Will provide
if low bidder*



**MOORE
STEPHENS
TILLER**
LLC

ERS Status of Contracts On Hand

Contract: All Through Month: 3/21

		ContractAmt	SubContract	NetObligations	NetCompleted	NetUnCompleted
		1,271,923	0	1,271,923	330,975	940,948
40568- PROJECT MILES	CONLAN COMPANY					
40569- 85 SOUTH COMMERCE	FCL BUILDERS GEORGI	1,600,278	0	1,600,278	1,320,361	279,918
40578- MONROE PAVILION	BRENT SCARBROUGH &	2,376,738	0	2,376,738	703,743	1,672,995
40587- PROJECT FIREBALL	FCL BUILDERS GEORGI	5,516,564	0	5,516,564	4,430,191	1,086,373
40588- PROJECT WHITE OAK	PLATEAU EXCAVATION I	1,386,264	224,555	1,161,709	508,471	653,238
40592- PROJECT PARADISE	EVANS GENERAL CONTI	542,236	0	542,236	0	542,236
40598- ATLANTA EAST DC	ORDNER CONSTRUCTIC	373,003	0	373,003	0	373,003
40600- ANVIL BLOCK	ORDNER CONSTRUCTIC	636,317	0	636,317	0	636,317
40601- COWETA PARKWAY EXTE	JEROME BRADFORD EN	760,307	0	760,307	0	760,307
40602- COWETA INDUSTRIAL LO	CONLAN COMPANY	460,926	0	460,926	0	460,926
40603- WHITE OAK OXD	CONLAN COMPANY	772,270	0	772,270	0	772,270
40604- NCG 2021	PLATEAU EXCAVATION I	338,929	0	338,929	0	338,929
40605- ROCK CUT ROAD	ORDNER CONSTRUCTIC	1,126,459	0	1,126,459	0	1,126,459
50277- GRAVEL SPRINGS ROAD	GWINNETT COUNTY	19,062,986	5,449,393	13,613,593	8,061,672	5,551,921
50283- ROCKBRIDGE ROAD	DEKALB COUNTY TAX C	3,205,405	1,747,142	1,458,264	626,252	832,011
50291- LAWRENCEVILLE - GGC	CITY OF LAWRENCEVILL	10,274,717	4,912,820	5,361,897	2,330,039	3,031,858
50299- WINDY HILL CONNECTOF	COBB COUNTY BOARD	17,737,965	5,201,710	12,536,255	2,434,606	10,101,649
50303- SR 9 @ OXBO ROAD	CITY OF ROSWELL	5,991,447	2,601,401	3,390,046	665,947	2,724,099
50305- AUGUSTA - 9TH STREET	CITY OF AUGUSTA	4,057,307	2,239,551	1,817,756	816,606	1,001,150
50307- COLUMBIA-LEWISTON RI	COLUMBIA COUNTY RO	25,559,416	10,326,719	15,232,698	1,230,705	14,001,993
50309- SPALDING DRIVE FOR CI	CMES, INC.	886,097	0	886,097	0	886,097
50316- DACULA RD @ US 29 FOI	G.P'S ENTERPRISES, IN	1,199,629	0	1,199,629	593,392	606,237
50323- CAMPBELLTON RD FOR f	PRECISION 2K	613,413	0	613,413	0	613,413
50324- ROCKDALE - SIGMAN RD	ROCKDALE COUNTY TR	14,973,649	3,957,413	11,016,236	0	11,016,236
50325- M100705 Gwinnett PIB	GWINNETT COUNTY	2,264,778	375,755	1,889,024	121,593	1,767,431
50331- HOWELL AVE FOR STRAC	STRACK, INC.	987,407	0	987,407	520,947	466,461

ERS Status of Contracts On Hand

Contract: All Through Month: 3/21

		ContractAmt	SubContract	NetObligations	NetCompleted	NetUnCompleted
50335-	COLUMBIA 2020 LMIG	COLUMBIA COUNTY RO,	1,218,386	3,056,382	2,656,643	399,739
50337-	BILLY LINDSEY ROAD PR	WILKES COUNTY BOARI	8,091	280,074	0	280,074
50338-	QUAKER SPRINGS RD PF	WILKES COUNTY BOARI	7,722	277,706	0	277,706
50341-	HARALSON 2020-21 RESI	HARALSON COUNTY	66,685	1,911,471	0	1,911,471
50344-	BANKS - TANGER BLVD C	BANKS COUNTY ROAD I	105,976	580,227	0	580,227
50345-	FAYETTE FY20 RESURFA	FAYETTE COUNTY	336,973	2,760,372	0	2,760,372
50346-	WALTON PIEDMONT PKW	DEVELOPMENT AUTHOF	334,760	762,623	0	762,623
50347-	TUCKER - HUGH HOWEL	CITY OF TUCKER	317,869	537,393	0	537,393
60136-	CSNHS-M003-00(308) I-20	ARCHER WESTERN COI	0	24,930,738	20,261,287	4,669,452
60149-	STP00-1418-00(003) NEW	SOUTHEASTERN SITE D	0	4,630,855	3,630,359	1,000,496
60155-	0012700 NHIMO-0016-01(	DEPARTMENT OF TRAN:	51,674,954	104,259,848	89,522,966	14,736,882
60162-	BRF00-0002-06(049) HAL	DEPARTMENT OF TRAN:	4,949,525	28,974,804	28,707,877	266,927
60170-	BARROW - SR 81 AT SR 3	CMES, INC.	0	3,012,692	2,268,635	744,057
60178-	0013248 RICHMOND GOF	DEPARTMENT OF TRAN:	2,745,676	11,414,272	9,397,621	2,016,650
60192-	0006327, 0010554 - BARR	DEPARTMENT OF TRAN:	23,387,029	36,554,692	27,541,271	9,013,421
60203-	COBB - SR 92 BRIDGE FC	C.W. MATTHEWS CONF	0	17,816,464	16,996,478	819,986
60211-	SR 74 BRIDGE FOR GA B	GEORGIA BRIDGE AND	0	322,820	0	322,820
60219-	0010212 HALL SR 53 BRIL	DEPARTMENT OF TRAN:	1,662,674	18,446,525	6,452,395	11,994,130
60220-	SR 166 ROUNDABOUT FC	CMES, INC.	0	902,493	0	902,493
60225-	0013627 SR 369 BRIDGE	DEPARTMENT OF TRAN:	1,114,650	3,619,659	444,511	3,175,148
60226-	132986 GWINNETT-SR 12	DEPARTMENT OF TRAN:	1,780,271	4,114,593	368,121	3,746,472
60233-	0008431 BARROW - SR31	DEPARTMENT OF TRAN:	10,420,294	16,646,468	5,818,957	10,827,511
60239-	US 221 @ I-20 FOR UNITE	UNITED INFRASTRUCTUR	0	1,468,632	104,605	1,364,027
60240-	M005401 I85 FRANKLIN H	DEPARTMENT OF TRAN:	1,324,357	15,006,336	13,296,451	1,709,885
60246-	M006022 DEKALB I-285	DEPARTMENT OF TRAN:	518,764	5,808,434	0	5,808,434
60247-	I75 WEBBER	WEBBER LLC	0	3,100,004	0	3,100,004

ERS Status of Contracts On Hand

Contract: All Through Month: 3/21

		ContractAmt	SubContract	NetObligations	NetCompleted	NetUnCompleted
60248- M005917 GWINNETT SR1	DEPARTMENT OF TRAN:	7,357,568	1,039,684	6,317,884	0	6,317,884
60249- HENRY - I-75 @ SR 20 DC	CMES, INC.	479,403	0	479,403	0	479,403
60250- DOT0002080 BARROW SF	DEPARTMENT OF TRAN:	1,107,869	200,843	907,026	239,593	667,433
60251- RICHMOND - US 78 MEDI	DEPARTMENT OF TRAN:	18,736,272	13,761,628	4,974,644	0	4,974,644
60255- 0013335 DEKALB - US 78	DEPARTMENT OF TRAN:	1,351,532	278,116	1,073,416	0	1,073,416
Grand Total:		566,180,305	154,291,383	411,888,922	252,403,269	159,485,652

EM Equipment List - Summary

Equipment Only

Equipment	Vin Number	Date Last Used	Status	Attach To Equip
Equipment				
BH-0095	2007 CAT 416E4X4	0SHA00861	03/04/21	Active
BH-0098	2008 JOHN DEERE 310J	T0310JX155551	03/02/21	Active
BH-0109	2009 JOHN DEERE 310J	T0310JX145643	03/06/21	Active
BH-0110	2009 JOHN DEERE 310J	T0310JX152031	03/05/21	Active
BH-0111	2009 JOHN DEERE 310J	T0310JX169226	03/05/21	Active
BH-0113	2009 VOLVO EW160C	160C120562	01/23/21	Active
BH-0120	2012 JOHN DEERE 290GLC	1FF290GXVCE705276	02/01/21	Active
BH-0123	2012 KOMATSU PC240 LC10	A20141	02/23/21	Active
BH-0124	2012 KOMATSU PC240LC-10	A20224	03/05/21	Active
BH-0127	2014 CAT 336 EL	0FJH1855	03/05/21	Active
BH-0129	2014 CAT 324EL	PNW01538	03/05/21	Active
BH-0130	2015 JOHN DEERE 250GLC W/ HAM	1FF250GXLEF609367	01/13/21	Active
BH-0131	2015 CAT 320EL	WVK03183	03/05/21	Active
BH-0134	2015 JOHN DEERE 85G	1FF085GXHFJ018032	03/06/21	Active
BH-0135	2015 JOHN DEERE 250GLC	1FF250GXCFG09777	02/25/21	Active
BH-0136	2015 JOHN DEERE 250GLC	1FF250GXEFF609809	01/21/21	Active
BH-0137	2016 KOMATSU PC45MR (HYD THL	30162	02/05/21	Active
BH-0138	2016 CAT 305E2 (HYD THUMB)	H5M02299	02/23/21	Active
BH-0139	2016 KOMATSU PC290 LC-11	A27440	03/06/21	Active
BH-0140	2016 KOMATSU PC290 LC-11	A27352	03/05/21	Active
BH-0141	2016 CAT 323FL	OXCF01347	03/06/21	Active
BH-0142	2016 KOMATSU PC138 USLC	A050519	03/05/21	Active
BH-0143	2016 CAT 420F 2	HWD01434	01/26/21	Active
BH-0144	2016 CAT 420F 2	HWD01435	03/05/21	Active
BH-0145	2016 CAT 420F 2	HWD01437	12/01/20	Active
BH-0146	2017 CAT 308E 2	CAT0308ECFJX08433	03/05/21	Active
BH-0147	2017 KOMATSU PC45MR-5 (HYD TH	30846	03/04/21	Active
BH-0148	2017 CAT 308E 2 (MANUAL THUMB	CAT0308EAFJX08667	03/06/21	Active
BH-0149	2017 CAT 308E 2 (MANUAL THUMB	FJX08661	03/05/21	Active
BH-0150	2017 KOMATSU PC290 LC-11	A27589	03/05/21	Active
BH-0151	2017 KOMATSU 240LC 11	A22195	03/06/21	Active
BH-0152	2017 CAT 325F L	0XAA10256	02/10/21	Active
BH-0153	2017 KOMATSU PC290 LC-11	A27700	02/05/21	Active
BH-0154	2017 KOMATSU PC240 LC-11	A22214	03/05/21	Active
BH-0155	2017 CAT M318F	FB800471	03/01/21	Active
BH-0156	2017 KOMATSU PC 290 LC-11	A27745	03/04/21	Active
BH-0157	2017 HITACHI ZX470 LC-6 (GPS)	HCMJAG60A00060369	03/06/21	Active
BH-0158	2017 HITACHI ZX470 LC-6 (GPS)	HCMJAG60J00060450	03/05/21	Active
BH-0159	2018 HITACHI ZX250 LC-8	1FFDC270LJF440202	03/05/21	Active
BH-0160	2018 HITACHI ZX250 LC-8	1FFDL270KJF440208	03/04/21	Active
BH-0161	2018 HITACHI ZX190 W-6	HCMLBH60C00005008	03/05/21	Active
BH-0162	2018 KOMATSU PC45 MR-5	31844	03/06/21	Active
BH-0163	2019 KOMATSU PC240 LC-11	95462	03/04/21	Active
BH-0164	2019 JOHN DEERE 85G	020636	03/06/21	Active
BH-0165	2019 HITACHI ZX300 LC-6	1FFDDP70VJF840509	03/06/21	Active
BH-0166	2019 KOMATSU PC290 LC-11 (GPS	K73168	03/05/21	Active
BH-0167	2018 KOMATSU PC360	A35704	03/05/21	Active
BH-0168	2019 HITACHI ZX470 LC-6 (GPS)	HCMJAG60A00061036	03/05/21	Active
BH-0169	2019 CAT 420F 2	HWC04195	03/05/21	Active
BH-0170	2019 CAT 336	DKS00424	03/06/21	Active
BH-0171	2019 KOMATSU PC 138	55276	02/26/21	Active
BH-0172	2020 KOMATSU PC45-5	32868	03/05/21	Active
BH-0173	2020 KOMATSU PC 240-11	K73183	03/05/21	Active
BH-0174	2020 KOMATSU PC 240-11	A22505	03/04/21	Active

EM Equipment List - Summary

Equipment Only

Equipment	Vin Number	Date Last Used	Status	Attach To Equip
Equipment				- Continued
BH-0175	2020 KOMATSU PC 45-5	33211	03/05/21	Active
BH-0176	2020 KOMATSU PC 240-11	K73196	03/05/21	Active
BH-0177	2020 KOMATSU PC290-11	A28197	03/06/21	Active
BH-0178	2020 KOMATSU PC290-11	A28196	03/05/21	Active
BH-0179	2020 KOMATSU PC490-11	A42539	03/06/21	Active
BH-0180	2020 HITACHI ZX300LC-6N	1FFDDP7OJLF840705	01/21/21	Active
BH-0181	2021 KOMATSU PC 240 LC-11	95706		Active
BH-0182	2021 KOMATSU PC 240 LC-11	95568		Active
CM-0640	2002 INGERSOLL RAND PT125R C	168573	03/05/21	Active
CM-0655	2004 HYPAC C340C	901C14603404	03/06/21	Active
CM-0661	2004 CAT CS-433E	ASR00259	03/06/21	Active
CM-0665	2005 INGERSOLL RAND SD70	182655	03/06/21	Active
CM-0669	2005 DYNAPAC CP142 CONSTRU	213BR2084	02/25/21	Active
CM-0671	2005 CAT 815F	BKL00673	01/13/21	Active
CM-0672	2004 ROSCO TRU PAC 915 CONST	91542483	03/05/21	Active
CM-0673	2006 ROSCO TRU PAC 915 CONST	91545955	03/04/21	Active
CM-0678	2006 INGERSOLL RAND SD116PF	191168	03/04/21	Active
CM-0679	2007 INGERSOLL RAND SD70	191509	01/14/21	Active
CM-0680	2007 INGERSOLL RAND SD70 TF	191622	03/04/21	Active
CM-0681	2007 CAT 815F	BKL01022	03/06/21	Active
CM-0682	2007 DYNAPAC CA262PD	67620624	01/20/21	Active
CM-0687	2007 HYPAC 340	901C14603452	01/19/21	Active
CM-0693	2007 WACKER TRENCH ROLLER	5732618	02/25/21	Active
CM-0695	2008 LEEBOY 420 ASPHALT	420-49032	02/17/21	Active
CM-0696	2008 HYPAC 340 CW	901C14603466	01/30/21	Active
CM-0697	2008 HYPAC C340C	901C14603478	03/04/21	Active
CM-0700	2008 CAT 815FAC	BKL01069	03/05/21	Active
CM-0701	2008 INGERSOLL RAND PT125R AS	195492	01/20/21	Active
CM-0702	2008 DYNAPAC CC142	60213776	02/24/21	Active
CM-0703	2008 VOLVO PT125R ASPHALT	197723	02/01/21	Active
CM-0704	2008 VOLVO PT125R ASPHALT	198927	03/05/21	Active
CM-0707	2009 VOLVO PT125R ASHPALT	199449	03/05/21	Active
CM-0708	2009 VOLVO DD38	199851	12/01/20	Active
CM-0709	2009 VOLVO SD116F DX	0866	02/16/21	Active
CM-0712	2011 HAMM HD 120 VV	1840289	12/07/20	Active
CM-0713	2011 HAMM 3410	H1791543	02/25/21	Active
CM-0714	2011 HAMM 3410	H1791525	03/05/21	Active
CM-0715	2011 HAMM 3410	H1791501	12/01/20	Active
CM-0718	2012 WACKER RT82C	20136934	12/11/20	Active
CM-0719	2012 WACKER RT82C	20136932	05/30/20	Active
CM-0720	2012 CAT 815F	BYN00710	03/04/21	Active
CM-0721	2013 VOLVO PT125 ASPHALT	VECE0T12500S326007	03/05/21	Active
CM-0723	2014 ATLAS COPCO CA1500 PADF	10000156H0A014234	03/06/21	Active
CM-0724	2014 ATLAS COPCO CA 1500D	10000156H014282	02/18/21	Active
CM-0725	2014 ATLAS COPCO CA2500D	10000158V0A014117	03/05/21	Active
CM-0730	2015 LEEBOY 420 ASPHALT	116984	03/06/21	Active
CM-0731	2015 VOLVO PT125 ASPHALT	VCE01125K08326067	03/05/21	Active
CM-0732	2015 HAMM HD14VV	H2012423	03/05/21	Active
CM-0733	2015 HAMM HD90VVHF	H1850756	02/28/21	Active
CM-0734	2015 HAMM HD90VVHF	H1850754	03/06/21	Active
CM-0735	2015 LEEBOY 420 ASHPALT	123305	02/17/21	Active
CM-0736	2015 BOMAG TRENCH ROLLER	101720123502	03/06/21	Active
CM-0737	2013 CAT CP56B	0LHC00276	02/25/21	Active
CM-0738	2015 CAT CB34B	CATCB34BTXB400110	02/22/21	Active

EM Equipment List - Summary

Equipment Only

Equipment	Vin Number	Date Last Used	Status	Attach To Equip
Equipment - Continued				
CM-0739	2016 HAMM HD110	H2090282	02/22/21	Active
CM-0741	2015 BOMAG BMP8500	101720124662	12/01/20	Active
CM-0742	2016 HAMM H11IXP	2100554	01/21/21	Active
CM-0743	2016 HAMM H11IXP	2100603	02/11/21	Active
CM-0744	2016 HAMM HD110	H2090231	03/04/21	Active
CM-0745	2016 HAMM HD70	1860229	03/05/21	Active
CM-0746	2016 HAMM H7I	H2220894	03/05/21	Active
CM-0747	2016 HAMM H11IX	H2100771	03/04/21	Active
CM-0748	2016 HAMM HD110iVV	H2090293	03/06/21	Active
CM-0749	2015 CAT 815F2	BYN00980	01/28/21	Active
CM-0750	2016 VOLVO PT125 ASPHALT	VCEP1125C0S326202	03/05/21	Active
CM-0751	2016 HAMM H7I	H2220970	02/08/21	Active
CM-0752	2016 HAMM H7I	H2220988	03/05/21	Active
CM-0753	2016 CAT CW14 ASPHALT	CAT0CW14JLTJ00423	03/05/21	Active
CM-0754	2017 HAMM HD70	H1860271	02/10/21	Active
CM-0755	2017 CAT CB34B	CATCB34BLXB400375	02/23/21	Active
CM-0756	2017 CAT CW-16 ASPHALT	CAT0CW16TTL500236	03/06/21	Active
CM-0757	2017 CAT CS54B	CS500525	03/06/21	Active
CM-0758	2017 HAMM H 10I	H2350086	03/04/21	Active
CM-0759	2018 CAT CB34B	CATCB34BAXB400505	03/06/21	Active
CM-0760	2018 HAMM H10I	H2350555	01/19/21	Active
CM-0761	2018 CAT CW16	CTL500291	03/05/21	Active
CM-0762	2018 CAT CB7	CB7AEL500179	03/05/21	Active
CM-0763	2013 DYNAPAC CP2700	507POB004018	03/02/21	Active
CM-0764	2019 HAMM HD110	H2420439-5YR WAR	03/05/21	Active
CM-0765	2019 HAMM HD 70	H1860555-5YR WAR	02/23/21	Active
CM-0766	2019 HAMM HD110I	H2420440-5YR WAR	03/05/21	Active
CM-0767	2019 CAT CW16 ASPHALT	CAT0CW16LTL500392	02/18/21	Active
CM-0768	2019 HAMM H10I	HAA00975	03/06/21	Active
CM-0769	2019 HAMM H7I	WGHOH222THAA020706	03/05/21	Active
CM-0770	2019 HAMM H7I	WGHOH222THAA02715	03/03/21	Active
CM-0771	2019 CAT CW16	PTL500433	03/03/21	Active
CM-0772	2019 CAT CW 16	CTL500470	03/02/21	Active
CM-0773	2020 BOMAG BMP 8500 TRENCH R	101720133648	03/05/21	Active
CM-0774	2020 BOMAG BMP 8500 TRENCH F	101720133673	03/06/21	Active
CM-0775	2020 CAT CP 54B	P5400261	03/06/21	Active
CM-0776	2020 HAMM H7I	WGHOH27OKHAA00190	03/05/21	Active
CM-0777	2020 HAMM H7I	WGHOH27OPHAA00186	02/25/21	Active
CM-0778	2020 CAT CS 54B	CS500929	03/06/21	Active
CM-0779	2020 CAT CS 54B	CS500948	02/25/21	Active
CM-0780	2020 HAMM HD 110I	HAA00410	03/05/21	Active
CM-0781	2020 HAMM HD 110I	HAA00660	03/04/21	Active
CM-0782	2020 HAMM HD 110I	HAA00404	03/05/21	Active
CM-0783	2020 CAT CS54B	CS500977	03/02/21	Active
CM-0784	2020 CAT CB7	M5R00104	03/05/21	Active
CM-0785	2020 CAT CB7	M5R00107	03/05/21	Active
CM-0786	2020 CAT CB7	M5R00123	03/03/21	Active
CM-0787	2020 BOMAG BMP 8500 TRENCH R	101720134279		Active
CM-0788	2020 HAMM H10I	WGHOH235AHAA02061	03/05/21	Active
CM-0789	2021 HAMM HD14I	WGHOH265PHAA00282	03/06/21	Active
CM-0790	2021 HAMM HD 110I	WGHOH242JHAA00729	03/05/21	Active
CM-0791	2021 HAMM HD 110I	WGHOH242HHAA00723	03/05/21	Active
CR-0002	2007 KOMATSU BR580J6-1	1008	03/06/21	Active
CR-0003	2018 KLEEMANN MOBIREX EVO2	K0190051	03/05/21	Active

EM Equipment List - Summary

Equipment Only

Equipment	Vin Number	Date Last Used	Status	Attach To Equip
Equipment - Continued				
CR-0004	2018 KLEEMANN MS15Z TRACK M	KO470484	03/05/21	Active
CT-0053	1986 CAT 963	021Z03004	11/24/20	Active
CT-0083	1999 CAT 933C	04MS00364	03/06/21	Active
CT-0084	1999 CAT 933C	4M500366	02/23/21	Active
CT-0089	1997 JOHN DEERE 455G	TO455GA833002	03/04/21	Active
CT-0093	2002 JOHN DEERE 455G	TO455GA903715	03/01/21	Active
CT-0094	2002 JOHN DEERE 455G	TO455GA903817	02/22/21	Active
CT-0095	2002 JOHN DEERE 455G	TO455GA903992	12/19/20	Active
CT-0112	2004 CAT 963C	BBD00801	01/06/21	Active
CT-0119	2006 KOMATSU D65EX-15	67599	12/01/20	Active
CT-0126	2007 CAT 939C	6DS01779	01/20/21	Active
CT-0130	2007 KOMATSU D65EX 15EO	69909	03/05/21	Active
CT-0134	2008 KOMATSU D155AX-6 RIPPER	80500	03/05/21	Active
CT-0135	2008 KOMATSU 275AX-5EO RIPPER	30106	12/17/20	Active
CT-0130	2008 KOMATSU D275AX3EO	30041	12/01/20	Active
CT-0139	2009 CAT 939C	CAT0939CC6DS01860	02/08/21	Active
CT-0143	2010 CAT D8T	KPZ03790	02/10/21	Active
CT-0146	2011 KOMATSU D155AX-6 RIPPER	80968	03/05/21	Active
CT-0148	2012 KOMATSU D39 EX-22	KMT0D108A01003561	03/03/21	Active
CT-0150	2014 KOMATSU D65 EX-17	2167	01/20/21	Active
CT-0151	2014 JOHN DEERE 650K	1T0650KXPEE274554	03/03/21	Active
CT-0152	2014 JOHN DEERE 650K	1T0650KXTEE274620	03/05/21	Active
CT-0153	2015 JOHN DEERE 650K	1T0650KXKFF280013	03/04/21	Active
CT-0154	2015 JOHN DEERE 650K (GPS)	1T0650KXCFF282993	03/05/21	Active
CT-0156	1998 JOHN DEERE 455G	TO455GA853656	12/03/20	Active
CT-0157	2015 JOHN DEERE 650K (GPS)	1T0650KXKFF288774	03/05/21	Active
CT-0158	2015 JOHN DEERE 650K (GPS)	1T0650KXLFF288877	03/05/21	Active
CT-0159	2014 KOMATSU D51 EXI 22 (GPS)	B14296	01/30/21	Active
CT-0162	1995 JOHN DEERE 555G	TO555GA813549	03/05/21	Active
CT-0163	2016 JOHN DEERE 650K (GPS)	1T0650KXEGF300983	03/06/21	Active
CT-0164	2016 JOHN DEERE 650K (GPS)	300986	03/05/21	Active
CT-0165	2017 CAT D6 K2 LGP (GPS)	JTR 00864	03/05/21	Active
CT-0166	2018 JOHN DEERE 650K	1T0650KKAJF328337	03/05/21	Active
CT-0167	2018 CAT D6T XL	NDY00461	03/03/21	Active
CT-0168	2019 KOMATSU D51PXI (GPS-i)	B20640	03/06/21	Active
CT-0169	2019 KOMATSU D51PXI (GPS-i)	B20656	03/05/21	Active
CT-0170	2017 CAT D8T	FMC00239	03/05/21	Active
CT-0171	2019 JOHN DEERE 650K	F343235	02/01/21	Active
CT-0172	2017 USED KOMATSU D85 EX-18	22049	03/06/21	Active
CT-0173	2020 JOHN DEERE 650K WITH GPS	1T0650KKVKF364125	01/22/21	Active
CT-0174	2020 JOHN DEERE 650K WITH GPS	1T0650KKPKF365009	03/06/21	Active
CT-0175	2020 JOHN DEERE 650K WITH GPS	1T0650KKHKF366719	03/05/21	Active
CT-0176	2020 KOMATSU D155 AX-8	100407	03/05/21	Active
CT-0177	2020 CAT D6K2 LGP (GPS)	EL703328	03/05/21	Active
CT-0178	2020 KOMATSU D39 PXI	96789	01/29/21	Active
CT-0179	2021 JOHN DEERE 650K WITH GPS	1T0650KKVMF395605	03/06/21	Active
DL-0031	1986 LINKBELT CRAWLER LS 98A	1RH6-566A	12/01/20	Active
DL-0043	1997 LINKBELT LS138H	B5K18-8037	03/05/21	Active
DL-0044	1999 LINKBELT LS138HII	H719-1790	03/03/21	Active
DL-0045	1999 LINKBELT LS138HII	H7J0-3504	03/05/21	Active
DL-0046	2002 LINKBELT LS108H-II	J5J1-5097	03/05/21	Active
DL-0047	2005 LINKBELT 218 HSL	N6J6-8436	02/26/21	Active
DL-0048	2003 LINKBELT LS-108H II	J5J3-6460	02/01/21	Active
DL-0049	2008 LINKBELT HSL218	N6J80873	03/02/21	Active

EM Equipment List - Summary

Equipment Only

Equipment	Vin Number	Date Last Used	Status	Attach To Equip
Equipment				- Continued
DL-0050	2010 LINKBELT 218HSL	N6K12110	03/02/21	Active
DL-0051	2009 LINKBELT 248H-5 (200 TON)	N5J9-0942	03/05/21	Active
DL-0052	2001 LINKBELT 108HII 50 TON	J5J1-5505	02/10/21	Active
DL-0054	1997 LINKBELT 138H	B5K17-6207	02/28/21	Active
DL-0055	1997 LINKBELT LS-138H	B5K17-6697	03/04/21	Active
DL-0056	2004 LINKBELT LS-138H2	H7J0-3499	01/14/21	Active
DL-0060	2003 KOBELCO CK1000-II	GH0201014	02/22/21	Active
DL-0061	2004 KOBELCO CK850-II	GG0403069	03/05/21	Active
DL-0063	2003 KOBELCO CK1000-II	GH03-02017	03/06/21	Active
DL-0064	2008 LINKBELT 218HSL	N6J8-9974	02/25/21	Active
DL-0065	2008 LINKBELT 238H5	N2J8-0219	03/05/21	Active
DL-0066	2006 LINKBELT LS-248H5	N5J6-8508	01/29/21	Active
DL-0067	2017 LINKBELT 218 HSL	N6K75504	02/01/21	Active
DL-0068	2017 LINKBELT 218 HSL	N6K75530	03/05/21	Active
DL 0060	2018 LINKBELT 218 HSL	N6K0-5940	01/20/21	Active
DL-0070	2016 LINKBELT 238 HSL	P5K64864	01/12/21	Active
DL-0071	2017 LINKBELT 218 HSL	N6K75486	02/23/21	Active
DL-0072	2021 LINK-BELT 218 HYLAB	N6L16510	01/26/21	Active
DL-0073	2021 LINK-BELT 218 HYLAB	N6L16566	02/23/21	Active
DR-0001	2016 CZM EK125 DRILL RIG	SAV0077	03/03/21	Active
ME-8187	2018 KLEEMANN KW80 STACKER	Z008 0415	03/02/21	Active
ME-8198	2018 KLEEMANN KT80 SCREENER	Z0080427	02/27/21	Active
MG-0055	2000 CAT 140H	2ZK03323	03/05/21	Active
MG-0056	2001 CAT 140H	2ZK03778	03/05/21	Active
MG-0059	2003 CAT 12H	4XM03224	02/08/21	Active
MG-0067	2003 CAT 140H	APM00808	03/05/21	Active
MG-0068	1997 CAT 14H	7WJ00687	03/05/21	Active
MG-0069	1999 CAT 14H	7WJ1148	02/12/21	Active
MG-0073	2012 CAT 12M2 (GPS)	F9M00247	03/03/21	Active
MG-0074	2013 CAT 12M2 (GPS)	F9M00248	03/05/21	Active
MG-0075	2007 KOMATSU GD655 3E0	GD022L01051581	03/05/21	Active
MG-0076	2009 CAT 12M	B9F00442	03/05/21	Active
MG-0077	2010 CAT 140M	0B9D02818	03/06/21	Active
MG-0078	2012 CAT 140M2 (GPS)	0M9D00914	03/06/21	Active
MG-0079	2010 CAT 140M (GPS)	0B9M00962	02/25/21	Active
MG-0080	2008 CAT 140M	B9D01076	03/05/21	Active
MG-0081	2014 CAT 12M2	F9M00445	03/05/21	Active
MG-0082	2017 CAT 12M3	N9F00749	03/05/21	Active
MG-0083	2017 CAT 12M3	N9F00765	03/04/21	Active
MG-0084	2018 KOMATSU GD 655	60008	03/05/21	Active
MG-0085	2019 NORAM 65E	65ET10341	12/08/20	Active
MG-0086	2019 NORAM 65E	1W90065EPKTO10342	03/04/21	Active
MG-0087	2019 CAT 12M 3	N9F01275	03/05/21	Active
MG-0088	2017 CAT 12M3 (GPS)	N9F00738	03/06/21	Active
MG-0089	2017 CAT 12M 3	N9F00750	03/06/21	Active
PA-0289	1994 MIDLAND WIDENER	200	12/01/20	Active
PA-0321	2007 BLAW KNOX RW 100A WIDEN	193275	03/05/21	Active
PA-0338	2011 USED MIDLAND WIDENER	CASE62LACS	12/04/20	Active
PA-0345	2014 ROADTEC RP190E	RP190E-3062	12/19/20	Active
PA-0347	2015 ROADTEC RP190E	RP190EX4009	02/19/21	Active
PA-0349	2016 ROADTEC RP170	313	03/03/21	Active
PA-0351	2016 ROADTEC RP190E	4050	02/28/21	Active
PA-0353	2013 WIRTGEN W120FI	1310 0202	03/05/21	Active
PA-0354	2016 VOGELE SUPER 700 31	08900245	12/04/20	Active

EM Equipment List - Summary

Equipment Only

Equipment	Vin Number	Date Last Used	Status	Attach To Equip
Equipment - Continued				
PA-0355	2016 WEILER P385B	P385B-2149	03/05/21	Active
PA-0356	2016 ROADTEC RP190E	4083	03/05/21	Active
PA-0357	2016 ROADTEC BF400 WIDENER	400-6-267	06/13/20	Active
PA-0358	2017 ROADTEC SB2500E	4109	03/05/21	Active
PA-0359	2016 WEILER E2850	E2850-1115	03/05/21	Active
PA-0360	2017 WIRTGEN W 200I	14201229	03/05/21	Active
PA-0361	2017 ROADTEC RP190E	4105	03/06/21	Active
PA-0362	2017 ROADTEC RP 190E	4108	03/05/21	Active
PA-0363	2017 WIRTGEN W 200I	14201287	03/05/21	Active
PA-0364	2017 ROADTEC RP190E	4110	03/03/21	Active
PA-0365	2018 WIRTGEN W 200I	1420 1393	03/06/21	Active
PA-0366	2018 WEILER E2850	E2850 1221	02/15/21	Active
PA-0367	2018 ROADTEC RP 175E	4053	02/18/21	Active
PA-0368	2018 ROADTEC SB 2500E	4259	03/05/21	Active
PA-0369	2019 WEILER P385B	P385B2757	03/05/21	Active
PA-0370	2019 ROADTEC RP190E	4211	03/03/21	Active
PA-0371	2019 ROADTEC RP190E	4212	03/05/21	Active
PA-0372	2019 ROADTEC RP190E	4213	03/04/21	Active
PA-0373	2019 ROADTEC SB2500E	4273	02/25/21	Active
PA-0374	2019 ROADTEC SB2500E	4274	03/04/21	Active
PA-0375	2020 ROADTEC RP190E	4250	02/23/21	Active
PA-0376	2020 ROADTEC RP190E	RP190E4251	03/05/21	Active
PA-0377	2020 ROADTEC SB2500E	SB2500E4308	03/05/21	Active
PA-0378	2020 WEILER W430A	1425	03/05/21	Active
RD-0024	2010 KOMATSU HM400-2	A11353	03/03/21	Active
RD-0025	2010 KOMATSU HM400-2	2647	02/22/21	Active
RD-0026	2014 KOMATSU HM400	3419	03/06/21	Active
RD-0027	2014 KOMATSU HM400	3421	01/04/21	Active
RD-0028	2014 KOMATSU HM400	3423	03/05/21	Active
RD-0031	2015 KOMATSU HM300-5	10172	02/22/21	Active
RD-0032	2016 KOMATSU HM 300-5	10254	03/05/21	Active
RD-0033	2017 KOMATSU HM 300-5	10556	03/06/21	Active
RD-0034	2019 CAT 740GC	3T800080	01/07/21	Active
RD-0035	2019 CAT 740 GC	3T800069	03/06/21	Active
RD-0036	2020 CAT 740 GC	03T800256	03/06/21	Active
RD-0037	2020 CAT 740 GC	3T800253	03/05/21	Active
RD-0038	2020 KOMATSU HM 300-5	11100	12/01/20	Active
RD-0039	2021 CAT 740 GC	3T80049	03/06/21	Active
RL-0003	2000 BOBCAT	512250923	12/05/20	Active
RL-0009	2000 BOBCAT	512252002	01/02/21	Active
RL-0328	2006 KOMATSU WA150L-5	072316	03/05/21	Active
RL-0334	2006 CAT 928GZ	DJD02532	02/17/21	Active
RL-0335	2006 CAT 928GZ	DJD02530	03/04/21	Active
RL-0357	2012 CAT 246C	CAT0246CHJAY08307	03/06/21	Active
RL-0358	2012 KOMATSU WA470	10054	03/05/21	Active
RL-0360	2003 JOHN DEERE 644-H	DW644HX582704	01/18/21	Active
RL-0361	2014 KOMATSU WA470-7	A47140	03/05/21	Active
RL-0363	2014 CAT 246D	BYF01467	03/05/21	Active
RL-0364	2014 CAT 246D	BYF01489	03/06/21	Active
RL-0365	2014 JOHN DEERE 544K	1DW544KZCEE666012	03/05/21	Active
RL-0366	2014 JOHN DEERE 544K	1DW544KZCEE665997	03/06/21	Active
RL-0367	2015 JOHN DEERE 544K	1DW544KZEFE668648	03/05/21	Active
RL-0368	2015 CAT 259D	0FTL04078	03/03/21	Active
RL-0369	2015 CAT 279D	GTL01910	03/05/21	Active

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Equipment					- Continued
RL-0372	2015 JOHN DEERE 544K	1DW544KZLFE669960	02/23/21	Active	
RL-0373	2015 JOHN DEERE 544K	1DW544KZLFE669912	03/06/21	Active	
RL-0374	2016 CAT 246D	BYF02670	03/06/21	Active	
RL-0375	2016 CAT 246D	BYF02666	03/05/21	Active	
RL-0376	2015 KOMATSU WA270-7	81105	03/05/21	Active	
RL-0377	2015 KOMATSU WA270-7	81106	02/25/21	Active	
RL-0378	2015 KOMATSU WA270-7	81107	03/06/21	Active	
RL-0379	2015 KOMATSU WA270-7	81111	03/05/21	Active	
RL-0380	2016 KOMATSU WA470-8	A49139	03/06/21	Active	
RL-0381	2016 KOMATSU WA470-8	A49136	03/06/21	Active	
RL-0382	2016 KOMATSU WA470-8	A49150	03/06/21	Active	
RL-0383	2016 CAT 246D	CAT0246DLBYF02789	03/06/21	Active	
RL-0384	2016 KOMATSU WA470-8	A49187	03/04/21	Active	
RL-0385	2016 KOMATSU WA470-8	A49196	03/06/21	Active	
RL-0386	2017 CAT 246D	CAT0246DVBYP03326	03/06/21	Active	
RL-0387	2017 CAT 246D	CAT0246DKBYF02364	03/05/21	Active	
RL-0388	2017 CAT 246D	CAT0246DJBYP03466	03/05/21	Active	
RL-0389	2017 JOHN DEERE 544K	1DW544KZVHF680936	03/06/21	Active	
RL-0390	2017 CAT 926M	CAT0926MTLTE03846	02/25/21	Active	
RL-0391	2017 CAT 246D	CAT0246DPBYP03822	03/06/21	Active	
RL-0392	2017 KOMATSU WA 270-8	A28252	03/06/21	Active	
RL-0393	2017 KOMATSU WA 270-8	A28254	03/04/21	Active	
RL-0394	2017 CAT 279D 4F	GTL04435	03/05/21	Active	
RL-0395	2017 CAT 246D	DHBYF03863	03/02/21	Active	
RL-0396	2017 CAT 246D	CBYF04005	03/05/21	Active	
RL-0397	2018 KOMATSU WA470-8	A49356	03/06/21	Active	
RL-0398	2018 KOMATSU WA470-8	A49401	03/06/21	Active	
RL-0399	2018 CAT 246D	BYF04069	03/05/21	Active	
RL-0400	2018 CAT 246D	246DABYP03732	03/03/21	Active	
RL-0401	2018 KOMATSU WA270-8	83809	03/06/21	Active	
RL-0402	2018 CAT 279D	GTL05545	03/05/21	Active	
RL-0403	2018 CAT 279D	GTL05546	03/06/21	Active	
RL-0404	2018 CAT 918M	H2600545	03/05/21	Active	
RL-0405	2018 CAT 918M	H2600576	03/05/21	Active	
RL-0406	2018 KOMATSU WA470	A49474	03/05/21	Active	
RL-0407	2019 CAT 966M	CATGMS00295	03/05/21	Active	
RL-0408	2019 CAT 246D	LBYP05076	03/05/21	Active	
RL-0409	2019 KOMATSU WA 470-8	A49527	03/06/21	Active	
RL-0410	2019 KOMASTU WA200-8	85903	03/06/21	Active	
RL-0411	2019 KOMATSU WA200-8	85744	03/05/21	Active	
RL-0412	2019 KOMATSU WA 270	84172	03/06/21	Active	
RL-0413	2019 KOMATSU WA 270-8	A28768	03/05/21	Active	
RL-0414	2019 CAT 246D	BYF05205	03/06/21	Active	
RL-0415	2019 CAT 246D	BYF05327	03/03/21	Active	
RL-0416	2019 CAT 246 D	BYF05383	03/05/21	Active	
RL-0417	2020 KOMATSU WA 270-8	84558	03/05/21	Active	
RL-0418	2020 KOMATSU WA 270-8	84551	03/06/21	Active	
RL-0419	2020 CAT 246 D3	KC600761	03/05/21	Active	
RL-0420	2020 CAT 246 D3	KC600998	03/05/21	Active	
RL-0421	2020 KOMATSU WA470	A49590	03/05/21	Active	
RL-0422	2020 KOMATSU WA470	A49616	03/06/21	Active	
RL-0423	2020 CAT 918M	H2600773	02/08/21	Active	
RL-0424	2020 CAT 918M	H2600855	03/05/21	Active	
RL-0425	2020 CAT 246 D3	KC600622	03/05/21	Active	

EM Equipment List - Summary

Equipment Only

Equipment		Vin Number	Date Last Used	Status	Attach To Equip
Equipment					- Continued
RL-0426	2020 CAT 918M	H2600938	03/06/21	Active	
RL-0427	2020 CAT 279D3	RB901657	03/06/21	Active	
RL-0428	2020 KOMATSU WA480-8	A48156	03/05/21	Active	
RL-0429	2021 KOMATSU WA 270-8	84938	03/05/21	Active	
RL-0430	2021 CAT 259 D3	CW910300	03/06/21	Active	
SP-0064	1997 CAT 613C	8LJ01525	02/24/21	Active	
SP-0068	2002 CAT 621G	ALP00127	02/01/21	Active	
SP-0069	2002 CAT 621G	ALP00128	02/02/21	Active	
SP-0070	2002 CAT 613C	8LJ02508	02/09/21	Active	
SP-0075	2007 CAT 613C	8LJ03294	02/24/21	Active	
SP-0076	2007 CAT 613C	8LJ03186	11/13/20	Active	
SP-0077	2007 CAT 621G-01 RT	0DBB00253	12/01/20	Active	
SP-0079	2007 CAT 621G-01 RT	0DBB00410	12/01/20	Active	
SP-0084	2012 CAT 621H	0DBK00125	12/01/20	Active	
SP-0085	2012 CAT 621H	0DBK00126	02/10/21	Active	
TC-0013	1997 FORD LN7000	1FDXR72C3VVA26604	02/19/21	Active	
TC-0014	2000 TEREX RT-230	10672	01/26/21	Active	
TC-0015	2002 LINKBELT RTC 8050II	J6J26304	02/25/21	Active	
TC-0017	2008 LINK BELT RTC8050	J6J8-0301	02/25/21	Active	
TC-0018	2008 LINK BELT RTC8050	J6J8-0340	03/05/21	Active	
TC-0019	2005 GENIE LIFT S80	S80054164	02/05/21	Active	
TC-0021	2007 GENIE S-80 BOOM LIFT	S8007-5997	02/26/21	Active	
TC-0027	2016 GENIE S60X	60X16H-35791	03/05/21	Active	
TC-0028	2016 GENIE S60X	S60X16H-35778	03/05/21	Active	
TC-0029	2016 LINKBELT RTC 8050 11	J6K6-5083	03/05/21	Active	
TC-0030	2017 GROVE RT 600E	235719	03/04/21	Active	
TC-0031	2009 USED LINKBELT RTC8050	J6J91415	03/05/21	Active	
TC-0032	2019 JLG 600S	0300260663	03/05/21	Active	
TC-0033	2019 JLG 600S	0300260664	03/04/21	Active	
TC-0034	2019 JLG 600S	0300260662	03/02/21	Active	
TC-0035	2020 JLG 600S	0300272404	03/06/21	Active	
TC-0036	2020 JLG 600S	0300272403	02/20/21	Active	
TC-0037	2020 GENI S80-XC	S80XCH2378	03/03/21	Active	
TC-0038	2021 JLG 800S	0300276945	03/04/21	Active	
TC-0039	2011 FORD F750 TEREX CRANE	3FRXF7FJ3BV616438		Active	
TF-0048	2016 CAT TH255C	JK201037	03/06/21	Active	
TF-0049	2016 CAT TH255C	JK201049	03/05/21	Active	
TF-0050	2016 CAT TH255C	JK201117	03/06/21	Active	

E.R. SNELL CONTRACTOR, INC.
CONSTRUCTION EXPERIENCE

NAME	POSITION	YEARS	TYPE OF WORK
Robin J. Snell	Chairman of the Board	43	Executive Team
A. Scott Briscoe	President	27	Executive Team
C.L. Snell	Executive Vice President	42	Executive Team
Jared Snell	Executive Vice President	16	Executive Team
David E. Snell	Vice President	31	Executive Team
Walter K. Zimmerman	Senior Vice President	34	Roadway
T. Randy Griffin	Senior Vice President	24	Structures
Nicholas E. Murphy	Senior Vice President	20	Engineering
Robert Morris	Senior Vice President	18	Finance
Jake Camp	Vice President	21	Equipment
Billy Franklin	Vice President	31	Equipment
Tim Magill	Vice President	36	Roadway
Thomas Byrd	Vice President	33	Roadway
F.R. (Chip) Price, III	Vice President	27	Engineering
Tom Clower	Vice President	19	Engineering
Devin Snell	Vice President	18	Structures
Eric Snell	Vice President	16	Private Division
Mike Gray	Vice President	13	Human Resources
Ben Schaffer	Vice President	17	Asphalt
Jordan Dunagan	Vice President	16	Roadway
Don Hawkins	Assistant Vice President	23	Asphalt

SECTION III

BID FORM



**CITY OF STOCKBRIDGE PROCUREMENT DIVISION
SPECIFICATIONS AND CONTRACT DOCUMENTS**

2021 LMIG PROGRAM

ITB NO: 2021-0001

Thursday, March 25, 2021 - 3:00 PM

SECTION IV

BID BOND

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

BIDDER (Name and Address):

Shepco Paving, Inc.

4080 McGinnis Ferry Road, Suite 203, Alpharetta, GA 30005

SURETY (Name and Address of Principal Place of Business):

Westfield Insurance Company

One Park Circle, Westfield Center, Ohio 44251

OWNER (Name and Address):

City of Stockbridge

City Hall, 4640 North Henry Boulevard, Stockbridge, GA 30281

BID

Bid Due Date: **March 25, 2021 at 3:00 PM**

Description (Project Name and Include Location):

CITY OF STOCKBRIDGE - 2021 LMIG PROGRAM

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): March 25, 2021

Penal sum Seventy-five thousand and two hundred eighty-six \$ 75,286.45
(Words) and 46/100 DOLLARS (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Shepco Paving, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Aaron Bissler

Print Name

Vice President

Title

Attest:

Signature

Secretary

Title

SURETY

Westfield Insurance Company

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Gary Spuller

Print Name

Attorney-In-Fact

Title

Attest:

Signature Sandra Lawrence

Witness

Title



POWER NO. 1011352 15

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
P. D. YATES, III, ALAN R. YATES, KEVIN M. NEIDERT, MICHAEL L. ANGEL, BETSY J. HOLMES, MARIE M. HARTLEY, MICHAEL S. BRICKNER, BRIAN K. HUGHES, DANIEL YATES, GARY SPULLER, DANA D. RUTLEDGE, TINA MARSH, JOINTLY OR SEVERALLY

of ATLANTA and State of GA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 11th day of MAY A.D., 2018.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Dennis P. Baus
By: **Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 11th day of MAY A.D., 2018, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 25th day of March A.D., 2021.



Frank A. Carrino
Frank A. Carrino, Secretary

SECTION III

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s) :

<u>ITEM NO.:</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1	L.S	MOBILIZATION, BONDS AND TRAFFIC CONTROL	\$ 85,000.00	\$ 85,000.00
2.	68,500	L.F.	6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0"	\$ 2.78	\$ 190,430.00
3.	450	TON	3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 250.00	\$ 112,500.00
4.	3,200	TON	1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT	\$ 117.14	\$ 374,848.00
5.	7,200	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 96.34	\$ 693,648.00
6.	60	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ 168.65	\$ 10,119.00
7.	560	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ 6.50	\$ 3,640.00
8.	150	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$ 200.00	\$ 30,000.00
9.	2	EA.	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$ 150.00	\$ 300.00

SECTION III

10.	400	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE WHITE	\$ <u>6.90</u>	\$ <u>2,760.00</u>
11.	60	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE YELLOW	\$ <u>1.15</u>	\$ <u>69.00</u>
12.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW	\$ <u>3.45</u>	\$ <u>862.50</u>
13.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE	\$ <u>3.45</u>	\$ <u>862.50</u>
14.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ <u>115.00</u>	\$ <u>230.00</u>
15.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$ <u>115.00</u>	\$ <u>230.00</u>
16.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW	\$ <u>115.00</u>	\$ <u>230.00</u>
17.	4	EA.	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE x 2" RECYCLED SOLID RUBBER SPEED BUMP W/ REFLECTORS, MINIMUM 19' LONG CONTINUOUS W/ END CAPS (BLACK/YELLOW) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS; PER "UnimatTraffic" REFERENCE NO. 8001, OR APPROVED EQUIVALENT.	\$ <u>1,000.00</u>	\$ <u>4,000.00</u>
18.	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Total Base Bid in Words:

_____ Dollars
 One million five hundred five thousand seven hundred twenty nine and 00/100

In Numbers: \$ 1,505,729.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

SHEPCO PAVING, INC.

Various Public Sector Project References

Project Name	Type	Contract \$	Owner	Completed Date	Contact Name	Contact #	Contact Email
Pinson Street Reclamation	Cement Reclamation	\$233,000	City of Newnan	Jul-12	William Klahr	770-253-8433	
Decatur Milling and Patching	Milling and Patching Various Roads	\$144,000	City of Decatur	Aug-12	John Madajewski	404-377-6198	
Clarkston Resurfacing	Road Resurfacing	\$75,000	City of Clarkston	Aug-12	Larry Kaiser	404-909-5619	
Vogal State Park	Road Milling and Resurfacing	\$133,000	Dept Natural Resources	Apr-12	Erick Dickman	706-878-4756	
Hall County Base and Pave	New Base and Paving	\$850,000	Hall County	Sep-13	Jody Woodall	770-531-6800	
Athens Transit	New Bus Lot for Athens Transit	\$880,000	Athens Clarke Co	Jul-13	Butch McDuffie	706-613-3913	
Norcross Resurfacing	Resurfacing of City Streets	\$225,000	City of Norcross	Apr-13	John Davis	770-421-2000	
ECS Warehouse	Stone work and new asphalt paving	\$1,500,000	City of Defense	Apr-13	Dan Silva	205-368-0235	
2013 LMIG Resurfacing	City Street Resurfacing	\$230,000	City of Griffin	Apr-13	Chris Walker	770-229-6424	
Sweetwater Creek St Park	Parking Lot Repair/Paving using FDR	\$1,050,000	Dept Natural Resources	14-Jun	Ricky Day	404-354-6971	
2014 LMIG	Road Milling and Resurfacing	\$430,000	City of Suwanee	15-Jan	James Miller	770-945-8996	
Dodson Road	Road Milling and Resurfacing	\$105,000	City of Union City	14-Sep	Lonnie Ferguson	770-515-7877	
Eunice Holcomb Circle	Road Resurfacing and Widening	\$80,000	City of Dacula	14-Sep	McFarland-Dyer	770-932-6650	
Berkeley Lake	Road Milling and Resurfacing	\$375,000	City of Berkeley Lake	Apr-15	Tom Razier	770-368-9484	
GA Tech W21 Lot	Parking Lot Repair / Repaving	\$250,000	Georgia Tech	Jun-15	Spencer Sheffield	404-783-5694	
GA Tech Connector Buffer Lot	Parking Lot Repair / Repaving	\$275,000	Georgia Tech	Nov-15	Jerry Young	404-385-7462	
GPC Decatur	Parking Lot Repair / Repaving	\$800,000	GA Board of Regents	Nov-15	Derrick Patrick	678-891-3960	
VFW Drive	Mill and Resurfacing	\$25,000	City of Stone Mountain	16-Nov	Jim Tavenner	770-879-4970	
Norcross Resurfacing	Resurfacing of City Streets	\$125,000	City of Norcross	Nov-16	John Davis	770-421-2000	
4th Avenue Improvements	Cement Reclamation and new storm pipe	\$300,000	City of Auburn	16-Nov	Dana Sikes	770-962-1387	
Winder 2016 LMIG	FDR Various Roads	\$580,000	City of Winder	16-Dec	Neil Counts	770-868-0863	
Panola Mtn State Park	New Parking Lot	\$231,000	Dept Natural Resources	17-Jan	Ricky Day	404-354-6971	
Ridges Ave Mill / Inlay	Milling and Resurfacing of City Street	\$52,936	City of Stone Mountain	17-Apr	Jim Tavenner	770-879-4970	
GA Tech West Campus Paving	Road Resurfacing and Concrete Repairs	\$183,392	GA Board of Regents	17-Jun	Kynthis Gaines	404-769-2565	
Eldridge Miller ES	FDR of Existing school parking lot	\$98,178	Dekalb Co School System	17-Jun	Fred Schoenfeld	678-410-3754	
Conyers Olde Town P-Lot	Reconstruction of parking lot	\$331,000	City of Conyers	Nov-17	Brian Frix	770-785-6690	
Avondale Estates Milling/Resurfacing	Milling and Resurfacing of City Streets	\$399,825	City of Avondale Estates	17-Nov	Rich Edinger	678-318-1062	
Druid Hills MS	New Road and Concrete work	\$88,503	Dekalb Co School System	18-Feb	Fred Schoenfeld	678-410-3754	
GT - 8th & McMillian	Milling / Resurfacing / New Concrete Work	\$281,000	GA Board of Regents - Georgia Tech	Aug-18	Kynthis Gaines	404-769-2565	
Reps Miller FDR	FDR on Reps Miller Road	\$541,000	City of Norcross	Aug-18	Mary Beth Bender	678-421-2000	
Stoneview ES	FDR of Existing school parking lot	\$130,000	Dekalb Co School System	18-Jul	Jackie Boyd	404-379-2052	
Union City 2018 LMIG	Milling and Resurfacing of City Streets	\$891,000	City of Union City	19-Feb	Lonnie Ferguson	678-502-0785	
Grayson 2019 LMIG	Milling and Resurfacing of City Streets	\$209,000	City of Grayson	Aug-19	Steve Sappington	404-405-0103	
Shepherd Road	FDR	\$250,000	Jasper County	Aug-19	Robert Jordan	706-318-6786	
Magnolia Station	FDR city streets	\$218,000	City of Grovetown	Jul-19	John McClellan	770-333-0700	
Brookhaven 2018 LMIG	Mill / Inlay and FDR of city streets	\$2,300,000	City of Brookhaven	Aug-19	Michael Anderson	404-426-0012	
Hightower Pkwy FDR	FDR on city streets	\$225,000	Dawson County	19-Jul	David McKee	770-401-1122	
Grayson 2020 LMIG	Milling and Resurfacing of City Streets	\$209,000	City of Grayson	Aug-20	Steve Sappington	404-405-0103	
Conyers 2020 LMIG	FDR, Patching, Resurfacing of city streets	\$2,100,000	City of Conyers	Dec-20	Brian Frix	770-785-6690	
Jasper 2020 LMIG	FDR and Resurfacing of over 3 miles of Co roa	\$900,000	Jasper County	Dec-20	Robert Jordan	706-318-6786	

jackie_w_boyd@fc.dekalb.k12.us
 iferguson@unioncityga.org
 740ss@ppi.us
 robertf@jordan-eng.com
 jmccllellan@qbtengineering.com
 michael.anderson@brookhaven.ga.gov
 dmckee@dawsoncounty.org



4080 McGinnis Ferry Rd – Ste. 203 • Office: 770-777-4704 • Fax: 770-777-4707
info@shepcopaving.com • www.shepcopaving.com

STATEMENT OF QUALIFICATIONS

1. Introduction Letter / Vendor Information

A1. Office and Administrative Location

4080 McGinnis Ferry Road
Suite 203
Alpharetta, GA 30005
(O) 770-777-4704
(F) 770-777-4707
www.shepcopaving.com

Shop Location

2495 Turner Hill Road
Lithonia, GA 30058
(O) 770-482-6654
(F) 770-482-5707

ShepCo Paving maintains an administrative office in Alpharetta, GA. All accounting and project management personnel report to this office. ShepCo also has a shop location in Lithonia, GA in which all crew personnel and site superintendents are located.

Aaron Rissler – Vice President – Primary Contact

ShepCo Paving is a Sole Proprietorship.

A2. ShepCo Paving was started in 1986. ShepCo has grown consistently and conservatively over the last 30 years. ShepCo currently has 47 employees. Of this total, four handle project management and estimating, two office and administration, two general site superintendents, six job foreman, and the remaining are crew personnel.

ShepCo's primary disciplines include grading, small pipe work, stone base installation, milling, full depth reclamation using Portland cement, asphalt patching and repair, and new asphalt paving.

ShepCo has relationships with trusted subcontractor partners that perform concrete curb and gutter along with sealcoating and striping.

A3. The average revenue over the last seven years has ranged from \$10,000,000 to \$18,000,000. At the end of 2014 ShepCo's asset to liabilities ratio was 2.489. ShepCo's primary banking relationship is with BB&T. Houston Bass is our relationship manager. He can be reached at 678-957-3794.

A4. ShepCo has not been involved in any litigation in the past five years.

A5. ShepCo has never been removed from a contract or failed to complete a contract.

A6. ShepCo has never made payments of actual or liquidated damages for failure to meet a completion date.

A7. A surety company has never made payments on Payment and Performance Bonds on our account.

A8. ShepCo performs approximately 30% of its total work in a year for Government / public sectors agencies.

a. We certify that our firm has sufficient bonding capacity to provide payment and performance bonds for anticipated total cost of work.

b. Our firm has a current Contractor's Public Liability Insurance policy, and our firm is insurable in the following amounts: Bodily injury, including death - limits of \$1,000,000 for each accident. Property damage - limits of \$2,000,000 for each accident and \$4,000,000 for the aggregate of operations. (The Owner reserves the right to require additional limits and/or coverage for actual contract.)

c. Westfield Insurance handles the contract bonding requirements for ShepCo Paving. Westfield Insurance Company carries an A.M. Best's rating of A (Excellent) 14 and is listed on the U.S. Treasury Departments Circular 570 as an approved surety on Federal Projects. Westfield is licensed to do business in the State of Georgia.

d. Our Firm can provide a Builder's Risk Insurance Policy.

e. ShepCo has an Experience Modification Rate (EMR) average of less than over the last three years. See attached letter in appendix as verification.

f. ShepCo has all the necessary, valid and current licenses to do business in the State of Georgia as issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed.

Issue Date:
January 1, 2021

FORSYTH COUNTY BUSINESS LICENSE

Expires:
December 31, 2021

NAICS Code #:
561110

Business Description:
Office Administrative Services

Business Name:
SHEPCO PAVING, INC

License #: L201400563

Business Location:
4080 MCGINNIS FERRY RD
SUITE 203
ALPHARETTA, GA 30005

Business Owner:
COPELAND, STEVE



Amy Konnath

LICENSE OFFICIAL

License Number: L201400563

Business Name: SHEPCO PAVING, INC

Mailing Address: 4080 MCGINNIS FERRY RD SUITE 203 ALPHARETTA, GA 30005

Fee Name

BL Admin Fee \$50.00

Occupational Tax Fee \$187.50

Total Paid: \$237.50

Total Due: \$0.00

Payment Amount: \$237.50

Date: 12/21/2020

Transaction Number: REC-00011428-2020

Type: Check

If you have any questions, please contact the Forsyth County Business License Department at 678-455-9888.

**SHEPCO PAVING, INC
4080 MCGINNIS FERRY RD SUITE 203
ALPHARETTA, GA 30005**

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CONTROL NUMBER: 0123188

EFFECTIVE DATE: 05/17/2001

JURISDICTION : GEORGIA

REFERENCE : 0077

PRINT DATE : 05/21/2001

FORM NUMBER : 311

ALEXIA T. WELLS

STE 4300, 303 PEACHTREE ST., NE

ATLANTA, GA 30308

CERTIFICATE OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

SHEPCO PAVING, INC.
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Cathy Cox
Secretary of State

SHEPCO PAVING, INC.
FINANCIAL STATEMENTS

For the year ended December 31, 2019

This information is not to be
Shared.

Gresh D. Cornes
Shepco Paving, Inc.

TABLE OF CONTENTS

	<u>Pages</u>
ACCOUNTANTS' COMPILATION REPORT.....	1
FINANCIAL STATEMENTS:	
Balance Sheet.....	2
Statement of Income	3
Statement of Changes in Equity.....	4
Statement of Cash Flows.....	5
SUPPLEMENTARY SCHEDULES:	
Cost of Revenues	6
General and Administrative Expenses.....	7
Contracts in Progress.....	8

AGLPC Group, LLC

1110 Satellite Boulevard, Suite 302
Suwanee, Georgia 30024
P: 678-224-8631
F: 678-243-5414
www.aglpc.com

ACCOUNTANTS' COMPILATION REPORT

To The Stockholder
Shepco Paving, Inc.
Alpharetta, Georgia

Management is responsible for the accompanying financial statements of Shepco Paving, Inc. (an S Corporation), which comprise the balance sheet as of December 31, 2019, and the related statements of income and retained earnings and cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all disclosures required by accounting principles generally accepted in the United State of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Supplementary Information

The supplementary information contained on pages 6-8 is presented for purposes of additional analysis and is a not required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

AGLPC Group, LLC

June 18, 2020
Suwanee, Georgia

SHEPCO PAVING, INC.
BALANCE SHEET
As of December 31, 2019

Assets

Cash \$ 1,731,918

Accounts receivable, net of allowance of
\$3,688 and \$10,457, respectively 2,012,634

Costs and estimated earnings in excess of
billings on uncompleted contracts 400,189

Employee advances 23,409

Total current assets 4,168,150

Property and equipment, net 3,157,741

Utility deposit 14,928

Total assets \$ 7,340,819

Current liabilities

Accounts payable \$ 724,215

Accrued expenses 442,767

Due to stockholder 28,127

Total current liabilities 1,195,109

Stockholder's equity

Common stock, no par value, 10,000 shares
authorized, 50 shares issued and outstanding 10,000

Additional paid in capital 630,304

Retained earnings 5,505,406

Total stockholder's equity 6,145,710

Total liabilities and stockholder's equity \$ 7,340,819

See accountants' compilation report.

SHEPCO PAVING, INC.
STATEMENT OF INCOME
For the Year Ended December 31, 2019

Revenues	\$ 23,868,854
Costs of revenues	<u>20,102,033</u>
Gross profit	3,766,821
General and administrative expenses	<u>1,597,221</u>
Income from operations	2,169,600
Other income	<u>122,789</u>
Net income	<u><u>\$ 2,292,389</u></u>

See accountants' compilation report.

SHEPCO PAVING, INC.
STATEMENT OF CHANGES IN EQUITY
For the Year Ended December 31, 2019

	Common Stock	Additional	Retained	Total
	Shares	Amount	paid-in capital	earnings
Balance as of January 1, 2019	50	\$ 10,000	\$ 630,304	\$ 6,540,462
Distributions	-	-	-	(3,327,445)
Net income	-	-	-	2,292,389
Balance as of December 31, 2019	<u>50</u>	<u>\$ 10,000</u>	<u>\$ 630,304</u>	<u>\$ 5,505,406</u>
				<u>\$ 6,145,710</u>

See accountants' compilation report.

SHEPCO PAVING, INC.
STATEMENT OF CASH FLOWS
For the Year Ended December 31, 2019

Cash flows from operating activities	
Net income	\$ 2,292,389
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	1,066,977
Decrease (increase) in:	
Accounts receivable	132,490
Cost and estimated earnings in excess of billings on uncompleted contracts	(299,689)
Increase in:	
Accounts payable	187,630
Accrued expenses	<u>411,801</u>
Net cash provided by operating activities	<u>3,791,598</u>
Cash flows from investing activities	
Deposit on utilities	(7,095)
Purchase of property and equipment	(1,140,213)
Repayment of employee advances	<u>(21,375)</u>
Net cash used in investing activities	<u>(1,168,683)</u>
Cash flows from financing activities	
Distributions to stockholder	<u>(3,327,445)</u>
Net cash used in financing activities	<u>(3,327,445)</u>
Net decrease in cash and cash equivalents	(704,530)
Cash and cash equivalents at beginning of year	<u>2,436,448</u>
Cash and cash equivalents at end of year	<u>\$ 1,731,918</u>

There were no cash payments for interest or income taxes.

See accountants' compilation report.

SHEPCO PAVING, INC.
COST OF REVENUES
For the Year Ended December 31, 2019

Materials	\$ 9,893,176
Subcontract services	1,869,998
Labor	2,112,658
Tools and supplies	202,031
Depreciation	1,066,977
Repairs	1,880,562
Insurance	329,495
Fuel, oil and gasoline	442,900
Equipment rental	111,259
Hauling	2,111,868
Employees health insurance	81,109
Total cost of revenues	<u>\$ 20,102,033</u>

See accountants' compilation report.

SHEPCO PAVING, INC.
GENERAL AND ADMINISTRATIVE EXPENSES
For the Year Ended December 31, 2019

Advertising	\$ 944
Bad debts	24,508
Bank service charge	2,651
IRA Expense	49,058
Donations	28,720
Entertainment	18,733
Legal and professional	17,575
Miscellaneous administrative	5,817
Office supplies	83,465
Payroll taxes	47,260
Other taxes	89,652
Rent	32,500
Tags and licenses	32,224
Telephone	27,367
Travel	17,184
Software and computer service	11,315
Landscaping and maintenance	78,930
Management fees	48,000
Penalties	2,131
Utilities	33,729
Commissions	11,533
Wages-office	933,925
Total general and administrative expenses	<u>\$ 1,597,221</u>

See accountants' compilation report.

SHEPCO PAVING, INC.
SCHEDULE OF CONTRACTS IN PROGRESS
For the Year Ended December 31, 2019

Job No.	Contract Amount	Actual Costs to Date	Estimated Costs to Complete	Total Estimated Costs	Estimated Gross Profit	Gross Profit to Date	Billings to Date	Percent Complete	Earned Revenue	Costs and Profits in Excess of Billings	Billings in Excess of Cost and Estimated Earnings
4822 Providence	\$ 91,455	\$ 11,791	\$ 65,232	\$ 77,023	\$ 14,432	\$ 2,209	\$ -	15%	\$ 14,000	\$ 14,000	\$ -
5364 Halstead	162,830	136,632	503	137,135	25,695	25,601	156,283	100%	162,233	5,950	-
5396 Bridelwood Farms	1,285,312	564,806	517,684	1,082,490	202,822	105,825	639,531	52%	670,631	31,100	-
5400 Nissinbo Auto Manufacturing	636,969	6,199	530,256	536,455	100,514	1,161	-	1%	7,360	7,360	-
5436 Southwest Intergenerational	246,731	52,965	154,832	207,797	38,934	9,924	-	25%	62,889	62,889	-
5477 Pratt Industries	1,509,904	772,625	499,016	1,271,641	238,263	144,764	872,619	61%	917,389	44,770	-
5493 Burns Farm	1,016,950	24,643	831,832	856,475	160,475	4,617	-	3%	29,260	29,260	-
5508 Kelly Bridge	851,203	371,363	345,520	716,883	134,320	69,581	370,944	52%	440,944	70,000	-
5512 Lanier Harbor	129,722	26,108	83,144	109,252	20,470	4,892	-	24%	31,000	31,000	-
5516 Monroe Tract	423,271	63,468	293,011	356,479	66,792	11,892	-	18%	75,360	75,360	-
5531 Robert Shaw	87,092	24,003	49,346	73,349	13,743	4,497	-	33%	28,500	28,500	-
	<u>\$ 6,441,439</u>	<u>\$ 2,054,603</u>	<u>\$ 3,370,376</u>	<u>\$ 5,424,979</u>	<u>\$ 1,016,460</u>	<u>\$ 384,963</u>	<u>\$ 2,039,377</u>		<u>\$ 2,439,566</u>	<u>\$ 400,189</u>	<u>\$ -</u>

See accountants' compilation report.



**4080 MCGINNIS FERRY RD
BLDG 200 SUITE 203
ALPHARETTA, GA 30005
(770) 777-4704 * FAX (770) 777-4707**

CURRENT WORKLOAD

The following jobs are currently in process and will be part of the workload when the Stockbridge job begins. The total amount of the job is also included.

The Arbors @ Covington	\$ 1,300,000.00
The Reserve @ Lakeview	\$ 259,000.00
Ansley Park	\$ 60,000.00
Kings Memorial	\$ 179,000.00



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

May 1, 2019

CERTIFICATE OF QUALIFICATION
Vendor ID: 2SH480

Shepco Paving, Inc.
4080 McGinnis Ferry Road
Alpharetta, GA 30005

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$78,100,000
CERTIFICATE EXPIRES: April 30, 2021
PRIMARY WORK CLASS/CODE: 400
SECONDARY WORK CLASS(ES)/CODE(S): 205, 301, 310, 310A, 432

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2021

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 Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta GA 30345-		CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321 E-MAIL: certs@yatesins.com ADDRESS:		FAX (A/C, No): 404-633-1312
INSURED Shepco Paving Inc. 4080 McGinnis Ferry Rd Bldg 200 Suite 203 Alpharetta GA 30005		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Amerisure Insurance Company		19488
		INSURER B : Amerisure Mutual Insurance Company		23396
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER: 1505901542****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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPP21125860101	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA21125850101	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ -0-			CU21125870102	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC21125880101	8/1/2020	8/1/2021	☒ PER STATUTE ☐ OTH-ER 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)

Subject to policy terms, conditions, forms, and exclusions, the insurance coverage afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Automobile Liability, Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability and Umbrella; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability. Per Project Aggregate applies to the General Liability when required by written contract.

Forms:
CG7048 1015 - Contractor's Blanket Additional Insured Endorsement - Form A
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Stockbridge
4640 N. Henry Blvd
Stockbridge GA 30281

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

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SECTION VI

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 that is contracting with the City of Stockbridge, Georgia, 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 Stockbridge, Georgia, contractor will secure from each 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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to City of Stockbridge, Georgia at the time the subcontractor(s) is retained to perform such service.

183413
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Contractor Name)

MARCH 25, 2021
Date

ESTIMATOR
Title of Authorized Officer of Contractor

CARTER NICELY
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 25th DAY OF MARCH, 2021

[Signature]
Notary Public I

My Commission Expires: 12/7/2024

*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).



RETURN THIS FORM WITH PROPOSAL DOCUMENTS

ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) 2021-0001

Solicitation Title: City of Stockbridge LMIG 2021 PROGRAM

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has not changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, March 25, 2021.
2. The deadline for questions has not changed. The deadline was Friday, February 26, 2021 (12:00 noon, EDT)

ADDITIONS / CLARIFICATIONS / CORRECTIONS

- I. For all procurements, a minimum of three (3) qualified responses (bids, proposals, quotes, etc.) shall be required unless adequate source supply is not available. If less than three responses have been received by the deadline established in the original procurement solicitation, sufficient additional time shall be granted in order to solicit at least three (3) qualified responses, and the opening of the responses shall be delayed accordingly.**

- II.** All bids ~~must~~ **should** be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.

Due to COVID-19, City Hall building is closed to visitors. Bid submittal/responses can also be hand delivered by proposers (instructions posted on the rare entrance doors near parking lot) on the following dates and time:

March 17th, 2021 10 a.m. – 3:00 p.m.

March 18th, 2021 10 a.m. – 3:00 p.m.

March 22nd, 2021 - March 25th, 2021 10 a.m. - 3:00 p.m.

Question 1. We were unable to join the Pre-bid conference this morning. Can we still be included? on the bidders list?

Answer 1. Please see Article I – Defined terms. Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders that attend the Mandatory Prebid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.

Question 2. The existing asphalt on Seaboard Dr appears to be a few inches above the gutter. Is to end goal to be flush with the gutter? Also, there are existing driveway ramps are these to be removed? Lastly, can manhole risers be used to adjust the manholes to finished grade?

Answer 2. Design intent for this project is to restore the road elevation at the gutter to match the gutter. Any asphalt or concrete materials placed in the gutter at driveways is to be removed. Steel manhole and valve risers are to be used to adjust these items to grade.

Question 3. 1. Will the Contractor be allowed to use Standard Metal Risers for manholes and water valves as the City has allowed in the past?
2. Does the City require the contractor to hire a testing firm for this project?
3. What is the estimated date of NTP?

Answer 3. 1. Steel manhole and valve risers are to be used to adjust these items to grade.
2. The Contract Documents require the Contractor to hire a testing firm for all testing the is required by the technical specifications.
3. Approximately 30-45 days after the City Council approves the award of the contract.

Question 4. Will the City allow a Drop off location for the bid instead of mailing it?

Answer 4. Please see item number II, above.

Question 5. In order to get a more competitive price, will the city consider changing the working days to 120 for substantial completion and 135 for all closeout documents?

Answer 5. No. Please see: ARTICLE 6 – TIME OF COMPLETION 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

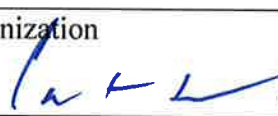
The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

SHEPCO PAVING, INC

Name of Company / Firm / Organization

CARTER NICELY

Printed Name of Authorized Rep. / Title

 MARCH 25, 2021

Signature of Authorized Representative / Date

- d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
 - 4. When Engineer finds that Work is substantially complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 - 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
 - 1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 - 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
 - f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
 - g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
 - 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
 - 1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Engineer consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
 - c. Engineer will reinspect Work.

- d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.3 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Digital Photos and Videos required by the Contract Documents.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
 - 1. Provide GIS survey data based upon State Plane Coordinate System of all improvements including all subsurface structures as required by the Contract Documents.
 - 2. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
 - 3. Include locations of concealed elements of the Work.
 - 4. Identify and locate existing buried or concealed items encountered during Project.
 - 5. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 6. Field changes of dimension and detail.
 - 7. Details not on original Drawings.
- G. Project Videos: Digital videos of the complete project area and adjacent properties are required to be produced within 72-hours prior to commencing the construction related activities for this project. Videos are to be submitted to the Owner and Engineer prior to beginning any work.
- H. Project Photos and Photo Logs: Digital photos are to be taken periodically during the construction of the project. These photos are to have a minimum resolution of 12 megapixels and have a full Time/Date stamp affixed to each photo. Digital

SECTION 01720

RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.
- B. Record documents include, but are not limited to:
 - 1. Drawings;
 - 2. Specifications;
 - 3. Change orders and other modifications to the Contract;
 - 4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
 - 5. Reviewed shop drawings, product data and samples;
 - 6. Videos, photos, and written records related to the project;
 - 7. Test records.
- C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Storage
 - 1. Store documents and samples in the Contractor's field office or as agreed with the Engineer, apart from documents used for construction.
 - 2. Provide files and racks for storage of documents as required.
 - 3. Provide locked cabinet or secure storage space for storage of samples as required.
- B. File documents and samples in accordance with format of these Specifications.
- C. Maintenance
 - 1. Maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.

2. Site Improvements, Including Underground Utilities
 - a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements.
 - b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.
 - c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.
 - d. **Location of all manholes, valves, and storm structures that are adjusted during the project shall be located by GPS equipment to an accuracy of ± 1 foot, or better. The description and location information (state plane coordinates) shall be delivered to the Owner in the form of an electronic spreadsheet (e.g. MS Excel, or equal) to be included in the Owner's GIS database.**
3. Structures
 - a. Depths of various elements of manholes in relation to top of manhole to invert.
 - b. Location of all influent and effluent lines denoted by size and direction.

1.06 SPECIFICATIONS

- A. Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.07 SUBMITTAL

- A. At contract closeout, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and number

C. W. Matthews Contracting Co., Inc.
Corporate Officers
2020

C. W. Matthews Contracting Co., Inc.
P. O. Drawer 970
Marietta, GA 30061

Telephone: 770-422-7520
Fax: 770-422-1068

Robert E. Matthews, Chairman of the Board

Dan Garcia, President

Charles E. Matthews, Executive Vice President

Michael Bell, Executive Vice President & CFO

Jeff Shropshire, Senior Vice President – Major Projects Division

Bill White, Senior Vice President – Asphalt Construction Division

Frank Crumbley, Senior Vice President – Roadway Division

Brian Lawrence, Senior Vice President – Quality Control, Environmental & Terminal Operations

Roy H. Jump, Jr., Vice President – Major Projects Division

Mike Kleuckling, Vice President – Estimating

Lee Smith, Senior Vice President – Asphalt Plants Division

Adam Grist, Vice President – Structures Division

John Faress, Vice President – Equipment Division

Benny Brown, Vice President – Accounting & Admin

Bob Thompson, Division Vice President – Estimating & Design/Build

Jeff Roginsky, Division Vice President – Information Technology

Ray Rodriguez, Division Vice President – Risk Management & Human Resources

Sheldon Fram, Division Vice President – Corporate Counsel



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. **GCCO002189**
C W Matthews Contracting Co Inc

Q William Hammack Jr
1600 Kenview Drive
Marietta GA 30060

Qualifying Agent: William Harrison Stone
Qualifying Agent License NO: GCQA002203
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
Issue Date: 02/16/2009

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

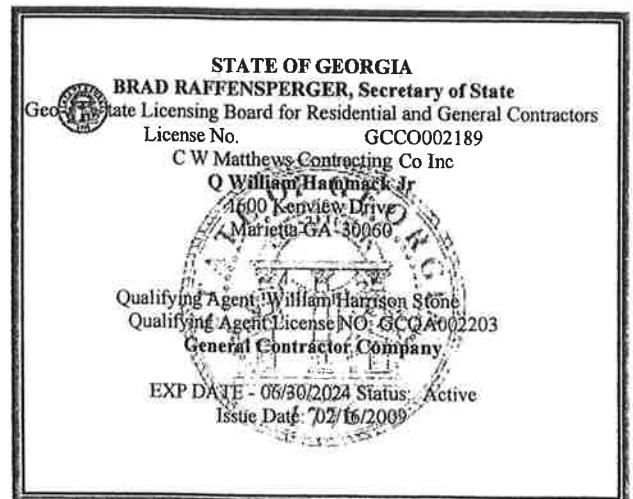
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

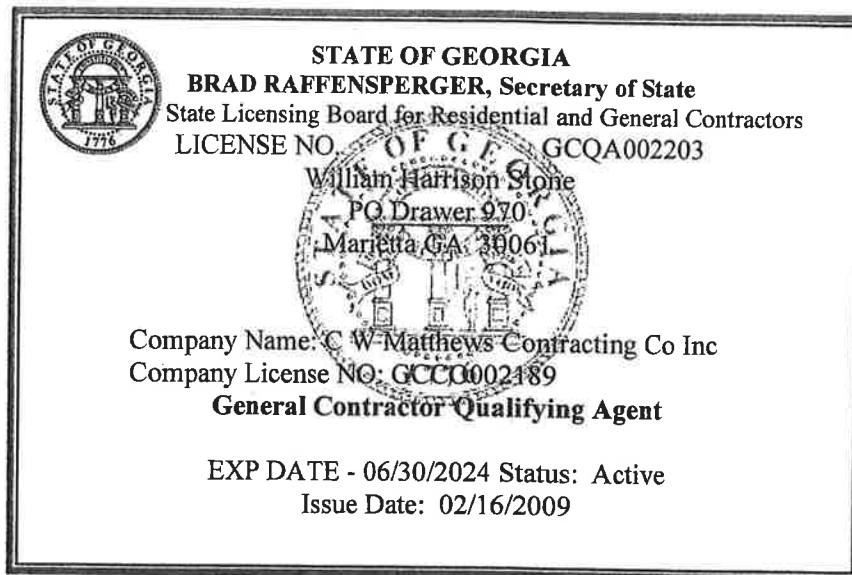
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (844) 753-7825
www.sos.state.ga.us/plb

C W Matthews Contracting Co Inc
1600 Kenview Drive
Marietta GA 30060





A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

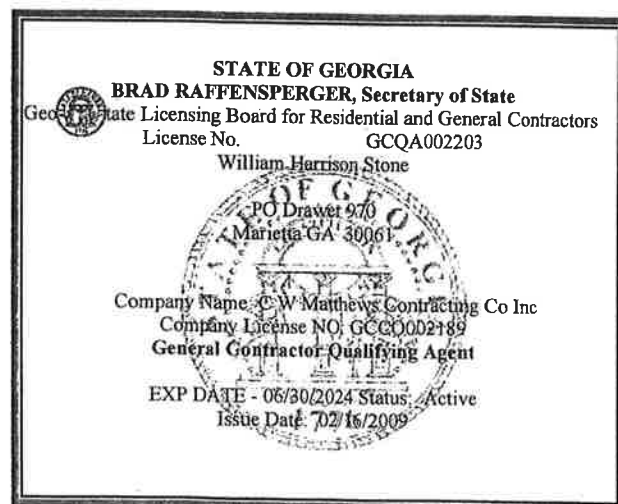
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237 Coliseum Drive
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www.sos.state.ga.us/plb

William Harrison Stone
1600 Kenview Drive NW
Marietta GA 30060





STATE OF GEORGIA
Office of the Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC300337
C. W. Matthews Contracting Co., Inc.
1600 Kenview Dr.
Marietta GA 30060

Utility Contractor

EXP DATE - 04/30/2021 Status: Active
Issue Date: 06/21/1994

Above is your wall certificate license. A pocket-sized license card is below.

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Georgia State Board of Professional Licensing
237 Coliseum Drive
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C. W. Matthews Contracting Co., Inc.
1600 Kenview Dr.
Marietta GA 30060



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Utility Contractor

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ORIGINAL



CITY OF STOCKBRIDGE
PROCUREMENT DIVISION
SPECIFICATIONS AND CONTRACT DOCUMENTS
2021 LMIG PROGRAM

ITB NO: 2021-0001

JANUARY 21, 2021



STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666
CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100
NEWNAN OFFICE: 40 Greenway Court, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

TABLE OF CONTENTS



CITY OF STOCKBRIDGE PROCUREMENT DIVISION SPECIFICATIONS AND CONTRACT DOCUMENTS 2021 LMIG PROGRAM

ITB NO: 2021-0001

PART 1 – BIDDING / AGREEMENTS / BONDS / CONDITIONS

- I. INSTRUCTION TO BIDDERS
- II. INVITATION TO BID
- III. BID FORM
- IV. BID BOND
- V. CONTRACTOR FURNISHED DOCUMENTS
- VI. CONTRACTOR AFFIDAVIT AND AGREEMENT
- VII. SUBCONTRACTOR AFFIDAVIT
- VIII. FORM OF AGREEMENT
- IX. NOTICE TO PROCEED
- X. PERFORMANCE BOND
- XI. PAYMENT BOND

- XII. CERTIFICATE OF CONTRACTOR’S ATTORNEY
- XIII. CERTIFICATE OF OWNER’S ATTORNEY
- XIV. GENERAL CONDITIONS
- XV. SUPPLEMENTARY CONDITIONS
- XVI. PROJECT MAPS
- XVII. REFERENCE VERIFICATION AND RELEASE FORM

PART II – SPECIFICATIONS

- SECTION 01025 MEASUREMENT AND PAYMENT
- SECTION 01100 SUMMARY
- SECTION 01200 PRICE AND PAYMENT PROCEDURES
- SECTION 01300 ADMINISTRATIVE REQUIREMENTS
- SECTION 01323 CONSTRUCTION PROGRESS SCHEDULES
- SECTION 01330 SUBMITTAL PROCEDURES
- SECTION 01400 QUALITY REQUIREMENTS
- SECTION 01500 TEMPORARY FACILITIES AND CONTROLS
- SECTION 01600 PRODUCT REQUIREMENTS
- SECTION 01630 PRODUCT SUBSTITUTION PROCEDURES
- SECTION 01700 EXECUTION REQUIREMENTS
- SECTION 01720 RECORD DOCUMENTS

END

SECTION I
INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms.....	1
Article 2 – Funding and federal requirements	1
Article 3 – Copies of Bidding Documents.....	1
Article 4 – Qualifications of Bidders and project requirements	2
Article 5 – Examination of Bidding Documents, Other Related Data, and Site	2
Article 6 – Mandatory Pre-Bid Conference.....	4
Article 7 – Site and Other Areas	4
Article 8 – Interpretations and Addenda.....	4
Article 9 – Bid Security	5
Article 10 – Contract Times	5
Article 11 – Liquidated Damages	5
Article 12 – Substitute and “Or-Equal” Items	5
Article 13 – Subcontractors, Suppliers and Others.....	6
Article 14 – Preparation of Bid	6
Article 15 – Basis of Bid; Comparison of Bids	7
Article 16 – Submittal of Bid	8
Article 17 – Modification and Withdrawal of Bid	9
Article 18 – Opening of Bids	9
Article 19 – Bids to Remain Subject to Acceptance	9
Article 20 – Evaluation of Bids and Award of Contract	9
Article 21 – Contract Security and Insurance.....	10
Article 22 – Signing of Agreement.....	10

SECTION I

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office (City of Stockbridge, GA)* – All potential Bidders can obtain a copy of the Bid and Specifications located on the City’s website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge’s Procurement Department will maintain the official Plan Holders List for this project.
 - B. *Plan Holders List* - Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. **Only bids received from Bidders that attend the Mandatory Pre-Bid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.** The City of Stockbridge’s Procurement Department will maintain the official Plan Holders List for this project.
 - C. *Local Maintenance & Improvements Grant (LMIG)* – Funding from the Georgia Department of Transportation (GDOT).
 - D. *Owner’s Representative* – Falcon Design Consultants, LLC, an independent consulting engineering firm, is the City of Stockbridge’s appointed Owner’s Representative for this project.

ARTICLE 2 – FUNDING AND FEDERAL REQUIREMENTS

- A. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

ARTICLE 3 – COPIES OF BIDDING DOCUMENTS

- A. All potential Bidders can obtain a copy of the Bid and Specifications located on the City’s website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge’s Procurement Department will maintain the official Plan Holders List for this project.

SECTION I

- 3.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 4 – QUALIFICATIONS OF BIDDERS AND PROJECT REQUIREMENTS

- 4.01 Bidders are required to self-perform a minimum of **51%** of the total work required to provide a completed project to the Owner.
- 4.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence with bid such as financial data, previous experience, present commitments, and such other data as may be called for below.
 - A. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload)
 - B. Required Bidder current GDOT Prequalification Certificate.

ARTICLE 5 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

5.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings, if any, referenced in Paragraph 4.01.A will be made available by Owner to any Bidder upon written request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

SECTION I

5.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions. On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

5.05 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;

SECTION I

- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 – MANDATORY PRE-BID CONFERENCE

- 6.01 A Mandatory Prebid Conference will be held online at **10:00 A.M, EDT** on **Thursday, February 4, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is mandatory. Only bidders that attend this Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders on the Plan Holder List will be allowed to submit a bid for this project.
- 6.02 To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click **Join Meeting**.

ARTICLE 7 – SITE AND OTHER AREAS

- 7.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 8 – INTERPRETATIONS AND ADDENDA

- 8.01 All questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the

SECTION I

City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Issuing Office as having received the Bidding Documents. Questions received after **12:00 PM Noon** on **Friday, February 26, 2021, Reference: "2021 LMIG Program – ITB#2021-0001"** may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 8.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer and all Addenda will be transmitted to all bidders listed on the Plan Holders List.

ARTICLE 9 – BID SECURITY

- 9.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 9.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of even days after the Effective Date of Section VIII – Form of Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 9.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 10 – CONTRACT TIMES

- 10.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Section III - Bid Form and Section VIII – Form of Agreement.

ARTICLE 11 – LIQUIDATED DAMAGES

- 11.01 Provisions for liquidated damages, if any, are set forth in Section VIII – Form of Agreement.

ARTICLE 12 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 12.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding

SECTION I

Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 10 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 13 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 13.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of Section VIII – Form of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 13.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of Section VIII – Form of Agreement as provided in Paragraph 6.06 of the General Conditions.
- 13.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 14 – PREPARATION OF BID

- 14.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 14.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section listed therein.
- 14.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall

SECTION I

be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 14.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 14.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 14.06 A Bid by an individual shall show the Bidder's name and official address.
- 14.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 14.08 All names shall be printed in ink below the signatures.
- 14.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 14.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 14.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 15 – BASIS OF BID; COMPARISON OF BIDS

15.01 *Unit Price*

- A.** Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B.** The value of items required by the Contract Documents but not show in the line items on the Bid Form shall be included in the unit price of the line item that relates to this work.
- C.** The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- D.** Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.02 *Allowances*

SECTION I

- A. In the amount bid on the Bid Form submitted, the Bidder shall include a **\$50,000** Contingency Allowance. This allowance is for additional work as directed by the Owner. Monies not utilized by the Owner for this project will be removed from the final contract price at the completion of the project by use of a Change Order.

ARTICLE 16 – SUBMITTAL OF BID

- 16.01 With each copy of the Bidding Documents, a Bidder is furnished a PDF copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors (if known);
 - C. List of Proposed Suppliers (if known);
 - D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
 - E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
 - F. GDOT Prequalification Certificate;
 - G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
 - H. Contractor Affidavit and Agreement;
 - I. Subcontractor Affidavit and Agreement (if known);
- 16.02 A Bid shall be delivered via **“Mail Only”** no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.
- 16.01 All bids must be **“Mailed Only”** to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date **(March 25, 2021 at 3:00 PM)**.
- 16.02 The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **“BID ENCLOSED – 2021 LMIG PROGRAM”**. All mailed Bids shall be addressed to the **City of Stockbridge; Attention: Purchasing Division, Lindell Y. Miller; 4640 North Henry Boulevard, Stockbridge, GA 30281.**
- 16.03 Bid packages submitted shall include **one (1)** complete set of bid documents, as required by this section, with original signatures and seals as required and this document set shall be labeled

SECTION I

“Original”. Additionally, **two (2)** complete copy sets of the bid documents, as required by this section, labeled **“Copy”** shall be included in the bid package.

ARTICLE 17 – MODIFICATION AND WITHDRAWAL OF BID

- 17.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 17.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 18 – OPENING OF BIDS

- 18.01 **Due to COVID-19 and CDC Guidelines, the City of Stockbridge Procurement Division, will be conducting this Public Bid Opening 100% online! For your convenience, this Public Bid Opening meeting will be live streamed on Thursday, March 25, 2021 at 3:01 PM, EDT via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting.**

ARTICLE 19 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 20 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.
- 20.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 20.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities

SECTION I

proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 20.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 20.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.

ARTICLE 21 – CONTRACT SECURITY AND INSURANCE

- 21.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 22 – SIGNING OF AGREEMENT

- 22.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required five (5) sets of the Contract Documents and Technical Specifications with unsigned counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement as attached thereto. Within fifteen (15) calendar days thereafter, Successful Bidder shall sign and deliver all five (5) sets of the Contract Documents and Technical Specifications with signed and sealed counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement to Owner. Within thirty (30) calendar days thereafter, a project Preconstruction Conference will be scheduled and at that meeting the Owner shall deliver two fully signed counterparts to Successful Bidder with a complete set of the Drawings with appropriate identification if required.

SECTION II

INVITATION TO BID



**CITY OF STOCKBRIDGE PROCUREMENT DIVISION
2021 LMIG PROGRAM
ITB NO: 2021-0001**

DATE: JANUARY 21, 2021

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "2021 LMIG Program" project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-0001 "2021 LMIG Program" project.

The activity is proposed to be funded or partially funded with Georgia Department of Transportation – Local Maintenance & Improvement Grant (LMIG) funds. Bidders must possess a current GDOT Prequalification Certificate. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.

A Mandatory Prebid Conference will be held online at **10:00 A.M, EDT on Thursday, February 4, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is mandatory. Only bidders that attend this Mandatory Pre-Bid Conference will be included on

SECTION II

the Plan Holders List. Only bids received from Bidders that attend the mandatory Pre-bid will be allowed to submit a bid for this project.

Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting **Public Bid Opening and Prebid meetings** 100% online!

For your convenience, this Public Bid Opening meeting will be live streamed on **Thursday, March 25, 2021 at 3:01 PM, EDT** via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting.

Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov by **12 noon on February 26, 2021**, **Reference: “2021 LMIG Program - ITB# 2021-0001”**.

All bids must be “**Mailed Only**” to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**March 25, 2021 at 3:00 PM**).

No bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated for the receipt of Bids or until the Bidder is notified by the City whichever is sooner. The City reserves the right to accept or reject any and all bids and to waive irregularities, technicalities, and formalities.

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier’s check made payable to the City of Stockbridge, Georgia. The entire Bid Bond shall be forfeited to the City of Stockbridge, Georgia as liquidated damages if the bidder fails to execute all sets of the Contract Documents and provide Performance and Payment Bonds within fifteen (15) days after receipt of the documents.

The successful bidder will be required to furnish a contract Performance Bond and a Payment Bond, each in the sum of one hundred percent (100%) of the total amount bid and provide insurance coverage as required in the Contract Documents.

Note: For more information please refer to the Instruction to Bidders and the Contract Documents, which govern and supersede this Invitation to Bid.

SECTION III

BID FORM



CITY OF STOCKBRIDGE PROCUREMENT DIVISION

SPECIFICATIONS AND CONTRACT DOCUMENTS

2021 LMIG PROGRAM

ITB NO: 2021-0001

Thursday, March 25, 2021 - 3:00 PM

SECTION III

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid.....	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	6

SECTION III

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Stockbridge, Georgia

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>March 4, 2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) 2021-0001

Solicitation Title: City of Stockbridge LMIG 2021 PROGRAM

ATTENTION ALL POTENTIAL BIDDERS:

☒

MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.

This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.

☐

Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.

☐

Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has not changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, March 25, 2021.
2. The deadline for questions has not changed. The deadline was Friday, February 26, 2021 (12:00 noon, EDT)

ADDITIONS / CLARIFICATIONS / CORRECTIONS

- I. For all procurements, a minimum of three (3) qualified responses (bids, proposals, quotes, etc.) shall be required unless adequate source supply is not available. If less than three responses have been received by the deadline established in the original procurement solicitation, sufficient additional time shall be granted in order to solicit at least three (3) qualified responses, and the opening of the responses shall be delayed accordingly.**

- II.** All bids ~~must~~ **should** be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.

Due to COVID-19, City Hall building is closed to visitors. Bid submittal/responses can also be hand delivered by proposers (instructions posted on the rare entrance doors near parking lot) on the following dates and time:

March 17th, 2021 10 a.m. – 3:00 p.m.

March 18th, 2021 10 a.m. – 3:00 p.m.

March 22nd, 2021 - March 25th, 2021 10 a.m. - 3:00 p.m.

Question 1. We were unable to join the Pre-bid conference this morning. Can we still be included? on the bidders list?

Answer 1. Please see Article I – Defined terms. Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders that attend the Mandatory Prebid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.

Question 2. The existing asphalt on Seaboard Dr appears to be a few inches above the gutter. Is to end goal to be flush with the gutter? Also, there are existing driveway ramps are these to be removed? Lastly, can manhole risers be used to adjust the manholes to finished grade?

Answer 2. Design intent for this project is to restore the road elevation at the gutter to match the gutter. Any asphalt or concrete materials placed in the gutter at driveways is to be removed. Steel manhole and valve risers are to be used to adjust these items to grade.

Question 3. 1. Will the Contractor be allowed to use Standard Metal Risers for manholes and water valves as the City has allowed in the past?
2. Does the City require the contractor to hire a testing firm for this project?
3. What is the estimated date of NTP?

Answer 3. 1. Steel manhole and valve risers are to be used to adjust these items to grade.
2. The Contract Documents require the Contractor to hire a testing firm for all testing the is required by the technical specifications.
3. Approximately 30-45 days after the City Council approves the award of the contract.

Question 4. Will the City allow a Drop off location for the bid instead of mailing it?

Answer 4. Please see item number II, above.

Question 5. In order to get a more competitive price, will the city consider changing the working days to 120 for substantial completion and 135 for all closeout documents?

Answer 5. No. Please see: ARTICLE 6 – TIME OF COMPLETION 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

C. W. MATTHEWS CONTRACTING CO., INC.

Name of Company / Firm / Organization

Michael Kleuckling, Vice President

Printed Name of Authorized Rep. / Title

March 25, 2021

Signature of Authorized Representative / Date



SECTION III

means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

SECTION III

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s) :

<u>ITEM NO.:</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1	L.S	MOBILIZATION, BONDS AND TRAFFIC CONTROL	\$187,726.86	\$ 187,726.86
2.	68,500	L.F.	6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0"	\$ 2.85	\$ 195,225.00
3.	450	TON	3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$285.91	\$128,659.50
4.	3,200	TON	1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT	\$105.90	\$338,880.00
5.	7,200	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$89.03	\$ 641,016.00
6.	60	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$243.11	\$ 14,586.60
7.	560	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ 5.00	\$2,800.00
8.	150	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$257.31	\$ 38,596.50
9.	2	EA.	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$41.23	\$ 82.46

SECTION III

10.	400	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE WHITE	\$ <u>4.55</u>	\$ <u>1,820.00</u>
11.	60	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE YELLOW	\$ <u>1.00</u>	\$ <u>60.00</u>
12.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW	\$ <u>2.28</u>	\$ <u>570.00</u>
13.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE	\$ <u>2.28</u>	\$ <u>570.00</u>
14.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ <u>90.00</u>	\$ <u>180.00</u>
15.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$ <u>90.00</u>	\$ <u>180.00</u>
16.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW	\$ <u>75.00</u>	\$ <u>150.00</u>
17.	4	EA.	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE x 2" RECYCLED SOLID RUBBER SPEED BUMP W/ REFLECTORS, MINIMUM 19' LONG CONTINUOUS W/ END CAPS (BLACK/YELLOW) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS; PER "UnimatTraffic" REFERENCE NO. 8001, OR APPROVED EQUIVALENT.	\$ <u>1,433.52</u>	\$ <u>5,734.08</u>
18.	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Total Base Bid in Words:

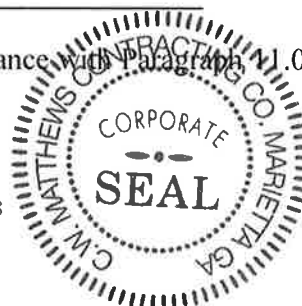
One Million, Six Hundred Six Thousand, Eight Hundred and
Thirty Seven Dollars

words
45

In Numbers: \$ 1,606,837.00

Unit Prices have been computed in accordance with Paragraph 1.03.B of the General Conditions.

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.



SECTION III

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors (if known);
 - C. List of Proposed Suppliers (if known);
 - D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
 - E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
 - F. GDOT Prequalification Certificate;
 - G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
 - H. Contractor Affidavit and Agreement;
 - I. Subcontractor Affidavit and Agreement (if known);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SECTION III

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: C. W. MATTHEWS CONTRACTING CO., INC.

State of Incorporation: Georgia

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature, attach evidence of authority to sign)

Name (typed or printed): Michael Kleuckling

Title: Vice President

Attest _____
Benny M. Brown, Assistant Corporate Secretary

Date of Qualification to do business in Georgia is
2 / 27 / 1946



C. W. MATTHEWS CONTRACTING CO., INC.
INDIVIDUALS AUTHORIZED TO SUBMIT BIDS

<u>NAME</u>	<u>TITLE</u>
Daniel P. Garcia	President
Charles E. Matthews	Executive Vice President
Michael D. Bell	Executive Vice President, Secretary & Treasurer
Jeff Shropshire	Senior Vice President - Major Projects & Structures
Mike Kleuckling	Vice President - Estimating
Bob Thompson	Division Vice President - Estimating
Benny M. Brown	Division Vice President - Accounting & Asst. Secretary

SECTION III

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1600 Kenview Drive, Mariette, Georgia 30060

Phone No. 770-422-7520 Fax No. 770-422-9361

E-mail mikek@cwmatthews.com _____

SECTION III

SUBMITTED on March 25, 2021

GDOT Prequalification Certificate No. 2MA850 - Certificate Attached



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 7, 2020

CERTIFICATE OF QUALIFICATION
Vendor ID: 2MA850

C. W. Matthews Contracting Company, Inc.
1600 Kenview Drive
Marietta, GA 30060

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$2,885,900,000

CERTIFICATE EXPIRES: June 30, 2022

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 149, 150, 163, 167, 201, 205, 208, 209, 310, 432, 439,
441, 452, 461, 500, 500A, 501, 507, 511, 513, 520, 524,
525, 550, 603A, 615, 622, 624, 626, 668

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.



Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB

SECTION IV

BID BOND

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

BIDDER (Name and Address):

C. W. Matthews Contracting Company Inc. 1600 Kenview Drive, Marietta, GA 30060

SURETY (Name and Address of Principal Place of Business):

Federal Insurance Company 15 Mountain View Rd., Warren, NJ 07059

OWNER (Name and Address):

City of Stockbridge, Georgia
4640 N. Henry Blvd., Stockbridge, GA 30281

BID

Bid Due Date: March 25, 2021 at 3:00 PM

Description (Project Name and Include Location):

CITY OF STOCKBRIDGE – 2021 LMIG PROGRAM

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): 25th day of March, 2021

Penal sum Five Percent of Principal Bid

(Words)

\$ 5% OPB

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

C. W. Matthews Contracting Co., Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Charles E. Matthews

Print Name

Executive Vice President

Title

Attest:

Signature Michael D. Bell

Corporate Secretary

Title

SURETY

Federal Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Odie E. Wilson

Print Name

Attorney-in-Fact

Title

Attest:

Signature Jennifer Anderson

Jennifer Anderson, Account Manager Surety

Title

SECTION IV

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Jennifer Anderson, David B. Burruss, James R. Elrod, Eugene Y. Northcutt, Brenda Ray, William D. Smith Jr. and Odie E. Wilson** of Marietta, Georgia

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 19th day of February, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 19th day of February, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 25th day of March, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

SECTION V

CONTRACTOR FURNISHED DOCUMENTS

B. List of Proposed Subcontractors for

City of Stockbridge – ITB NO. 2021-0001, 2021 LMIG PROGRAM:

1.) Highway Services, Inc. P.O.Box 926 Douglasville, GA 30133

2.) NOVA 3900 Kennesaw 75 Parkway, Suite 100 Kennesaw,GA 30144

C. List of Proposed Suppliers for

City of Stockbridge – ITB NO. 2021-0001, 2021 LMIG PROGRAM:

- 1.) Vulcan Materials Company 3925 N Henry Boulevard Stockbridge,GA 30281
Material – Aggregate for Asphalt Mixes
- 2.) In House
Material – Liquid Asphalt for Asphalt Mixes
- 3.) Mintek Resources Macon,GA
Materials – Hydrated Lime for Asphalt Mixes

LIST OF REFERENCES FOR PROJECTS COMPLETED IN 2020

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED
December 31, 2020

CONTRACT NO., DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
CSNHS-0008-00(406)-HOUSTON.SR96	27,047,296	WIDENING/RECONSTRUCTION	GEORGIA DOT	MICHAEL WILLIAMS	770-228-7205
STP00-0000-00(566)-BARDIS.BIBB	58,710,015	WIDENING/RECONSTRUCTION	GEORGIA DOT	KRAIG COLLINS	478-757-2601
CSSTP-0009-00(316)-BETHELVIEW RD/COUNTY RD - SUB TO CMES, Forsyth	8,075,978	MILLING/RESURFACING	CMES	CHETAN VEKARIYA	770-962-1905
0003864.0.549 MILES OF CONSTRUCTION OF A BRIDGE AND APPROACHES ON SR 120 OVER BEECH CREEK, Haralson	9,930,448	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	BILL DUNGAN	770-646-5522
FORSYTH CO-WIDEN UNION HILL	19,708,908	WIDENING/RECONSTRUCTION	FORSYTH COUNTY BOC	TIM ALLEN	770-205-4550
0010472 SR49 OVER NORFOLK SOUTHERN RAIL, JONES	8,806,191	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	KRAIG COLLINS	478-757-2601
CITY OF KENNESAW PINE MTN RD IMP. COBB	6,376,913	SAFETY AND OPERATIONAL IMPROVEMENTS	CITY OF KENNESAW	CROY ENGINEERING	770-971-5407
RFP 17-48-3150 SHARON RD WIDENING.FORSYTH	9,008,385	WIDENING AND RECONSTRUCTION	FORSYTH COUNTY PROCUREMENT DEPARTMENT	CHARLIE GROMIE	770-784-2165
GDOT DESIGN BUILD I-85 WIDENING, GWINNETT/BARROW	118,077,915	WIDENING AND RECONSTRUCTION - DESIGN BUILD	GEORGIA DOT	HEATHER BARTLETT-HNTB	404-946-5700
MCINTOSH PKWY NEWMAN (SUB TO SE SITE), COWETA	1,016,585	MILLING/RESURFACING	GEORGIA DOT	JENNIFER AVERY	678-423-7770
EE060 SANDY PLAINS RD IMPROVEMENTS, COBB	4,391,585	SAFETY AND OPERATIONAL IMPROVEMENTS	COBB COUNTY DOT	LYNN HOOVER	770-528-3556
ITB 18-04.2018.SPLOST MILL&RESURF DIST 344, CLAYTON	7,045,459	MILLING/RESURFACING	CLAYTON COUNTY BOC CENTRAL SERVICES	MICHAEL GANITT	770-477-3592
HJAA TAXI/RUNWAY 9L(SUB TO ArchWest), FULTON	4,135,519	MILLING/RESURFACING	ARCHER-WESTERN CONSTRUCTION	ROBBIE BRITTAIN	404-348-4848
0009500 ROUNDABOUT US19/SR9, LUMPKIN	5,511,225	CONSTRUCTION OF A ROUNDABOUT	GEORGIA DOT	ANTHONY RICHARDSON	706-845-4115
BRIDGE ON GREENVILLE STREET OVER CSA, TROUP	8,779,211	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	KRAIG COLLINS	706-646-5100
0011691 BRIDGE BLACK-HALL OVER RUM CREEK, HENRY	5,000,924	BRIDGE REPLACEMENT	DEKALB CO DEPT OF PURCHASING/CONTRACTIN	CHARLES SMITH	404-371-5337
ITB#18-100921 PHASE1 SPOLOST AREA A, DEKALB	12,955,725	RESURFACING	GEORGIA DOT	LANKSTON JOHNSON	404-559-6699
M005800 SR6 RESURF, FULTON/CLAYTON	2,973,561	RESURFACING	GEORGIA DOT	LANKSTON JOHNSON	404-559-6699
M005663 SR54 RESURF, FULTON	3,275,820	RESURFACING	GEORGIA DOT	WILLIAM BOYD	706-845-4115
M005292 SR100 MILL-RESURF, MERIWETHER	4,254,178	RESURFACING & SIGNLE SURFACE TREATMENT	GEORGIA DOT	ELISABETH SHELTON	770-688-2224
0007043 SR53 RESURF, PICKENS (SUB TO VERT EARTH)	1,737,031	MILLING/RESURFACING	GEORGIA DOT	JUSTIN THOMPSON	770-888-2224
ITB#18-003 SR400 @ WINDWARD PH2, FULTON (SUB TO VERT EARTH)	818,346	MILLING/RESURFACING	GEORGIA DOT	CARSON DAVIS	706-272-2211
M005788 RESURF SR52, MURRAY	2,994,055	MILLING/INLAY/RESURFACING	GEORGIA DOT	MARQUISE WEBB	404-978-7552
M005199 MILLING/RESURF I-20/SR402 EBLDOUGLAS-JV	14,994,216	MILLING/INLAY/RESURFACING	COBB COUNTY DOT	DEBBIE HATABIAN	770-528-3656
X2311 2019-3 LOCAL ROADS NORTH, COBB	3,920,596	RESURFACING, LEVELING, MILLING & RESURFACING	PAULDING COUNTY BOC	VALERIE SHELNUTT	678-228-4067
2019 ASPHALT CONTRACT I (2019-ASPH-1), PAULDING	4,291,054	MILLING/RESURFACING	GEORGIA DOT	GREGORY INEBGEDION	404-371-7446
M005805 RESURF SR70 CHATTAHOOCHEE, DOUGLAS	1,685,140	MILLING/RESURFACING	GEORGIA DOT	JOSHUA JOHNSON	404-559-6699
M005653 RESURF SR14 PALMETTO HWY TO ROOSEVELT HWY, FULTON	4,124,968	MILLING/RESURFACING	GEORGIA DOT	CELESTE KING	404-559-4963
M005796 RESURF SR92 TO BAY STREET, FULTON	1,064,735	RESURFACE & MAINTENANCE	GEORGIA DOT	LEE UPKINS	404-978-7552
M005602 RESURF SR140 TO GWINNETT CNTY LINE, FULTON	4,692,585	MILLING/INLAY/RESURFACING	GEORGIA DOT	LEE UPKINS	404-978-7552
M005812 RESURF SR140 TO FORSYTH CNTY LINE, FULTON	3,935,965	MILLING/INLAY/RESURFACING	GEORGIA DOT	DAVID COLEMAN	678-588-7019
0011429 WIDENRECONST US27/SR1, HARRIS	1,961,963	WIDENING & RECONSTRUCTION	DOUGLAS COUNTY BOC	LAVON KING	678-626-6158
2019 SPOLOST & LMIG RESURF, DOUGLAS	5,918,980	RESURFACING	TROUP COUNTY BOC	JAMES EMERY	770-688-6027
HC-19-33 BASE RECLAM, MILL, RESURF VARIOUS RDS, HENRY	1,762,524	MILLING, PATCHING, & RESURFACING	HENRY COUNTY BOC	DAVID SIMMONS	404-371-7446
DOUGLAS BLVD RESURF CITY OF DOUGLASVILLE	3,623,163	MILLING/RESURFACING	CITY OF DOUGLASVILLE	MELISSA DICKINSON	404-559-6699
CSBRG-0007-00(504). TWIGGS	1,289,725	MILLING/RESURFACING	L. C. WHITFORD	BRIDGET THOMAS	478-757-2601
M005670 BIBB,LAMAR,MONROE (SUB TO LC WHITFORD)	9,721,841	RESURFACING	HENRY COUNTY BOC	GARY HOAGLAND	770-346-0810
SOUTH CLEVELAND CHURCH ROAD	761,033	GRADING, WIDENING, & PAVING	GEORGIA DOT	DENISE STEGER	770-288-6027
M005339 SR 42, CRAWFORD	1,016,667	MILLING, INLAY, RESURFACING, & SHOULDER REHABILITATION	GEORGIA DOT	BRIDGET THOMAS	478-757-2601
BRSTO-0054-01(069), BUTTS (SUB TO GREGORY BR)	3,616,638	RESURFACING	GREGORY BRIDGE COMPANY	JAY GREGORY	706-485-7283
0011685 HOUSTON (SUB TO SE SITE, GA ASPH)	382,784	MILLING/RESURFACING	SOUTHEASTERN SITE DEVELOPMENT	JENNIFER AVERY	678-423-7770
SR16 AT WINDY LANE, BUTTS DEV AUTHORITY	351,833	INTERSECTION IMPROVEMENTS	BUTTS COUNTY DEVELOPMENT AUTHORITY	BOB WHITE	770-775-4651
ATL AIRPORT 42' AERIAL SEWER, CLAYTON	520,153	SANITARY SEWER PIPE REPAIR	MANHATTAN/RFB, A JOINT VENTURE	SHERRAE BARLOW	404-290-7084
ROADWAY IMP SOFKEE/IRVING/ALLEN RD, MACON-BIBB	1,404,535	ROADWAY SYSTEM IMPROVEMENTS	MACON-BIBB COUNTY INDUSTRIAL AUTHORITY	JOE WOOD	478-219-2600
2019 LMIG RESURF, BID 2019-0118, SPALDING	1,404,472	RESURFACING	SPALDING COUNTY PUBLIC WORKS	JASON GRAHAM	770-412-7700
RB19.14 CRACK RELIEF, DEL TRTMT, RESURF VAR RDS, COWETA	1,931,226	CRACK RELIEF & RESURFACING	COWETA COUNTY DEPARTMENT OF PUBLIC WOR	TODD HANDLEY	770-683-2300
M005799 SR138 BAMBY TO I75 RAMPS, CLAYTON/HENRY	1,777,558	MILLING/RESURFACING	RUBIN MCCULLORS	RODNEY SIMON	404-559-6699
M004935 SR5 CONN 41 TO I-575, COBB	2,344,222	MILLING/RESURFACING	GEORGIA DOT	SAMSON GUESESSE	770-528-3238
M005810 SR237, FULTON	2,664,371	RESTORE REHAB RESURFACING	GEORGIA DOT	SAMSON GUESESSE	404-559-6699
M005737 SR17, HABERSHAM/STEPHENS	1,161,139	RESTORE REHAB RESURFACING	GEORGIA DOT	JERRY THOMASON	706-384-7269
M005247 SR18, MERIWETHER	4,859,685	MILLING, RESURFACING, & SHOULDER REHABILITATION	GEORGIA DOT	RICHARD LEE	706-845-4115
2019-1 RESURFACING, CATOOSA	1,986,237	RESURFACING	CATOOSA COUNTY	CHRISTAL THOMAS	706-965-2500
CITY OF DALTON 2019 LMIG MILL & RESURF, WHITFIELD	1,525,704	MILLING/RESURFACING	CITY OF DALTON PUBLIC WORKS DEPARTMENT	ANDREW PARKER	706-278-7077
M005190 SR74 POTATO CRK BRIDGE, PIKE/UPSON	3,017,206	MILLING/RESURFACING	GEORGIA DOT	GEORGE JOHNSON	706-646-6100
ITB#19-0074 2019 PAVEMENT REHAB, CHATHAM	1,236,549	PAVEMENT REHAB	CHATHAM COUNTY GA COMMISSIONERS	ROBERT MARSHALL	912-790-1622
#008906 2019 LMIG RESURF, MONROE	1,191,801	RESURFACING	MONROE COUNTY	SHON HAMPTON	229-388-5823
2019 RESURFACING & STRIPING PROJECT, UPSON	5,387,826	RESURFACING & STRIPING	UPSON COUNTY BOC	JAMES MELTON	706-647-7012
CARTERSVILLE AIRPORT RUNWAY 19 RSA GRADING, BARTOW	2,859,271	GRADING IMPROVEMENTS	CARTERSVILLE-BARTOW COUNTY AIRPORT AUTH	ANTHONY BROWN	770-971-5407
M005819 MILL/RESURF SR 19, BIBB	730,279	MILLING/RESURFACING	FULTON COUNTY	MIKA LADOUX	478-955-7151
FID 17-1065 FULTON COUNTY RESURFACING PROJECT, FULTON	2,989,546	MILLING/RESURFACING	FULTON COUNTY	WYVERN BUDRAM	404-612-4000
ITB#17-14LB RESURFACE MCDONOUGH & RAMAH, FAYETTE	594,267	RESURFACING	FAYETTE COUNTY BOC	TED CRUMBLEY	770-305-5115
SLIDE REPAIR SR87, TWIGGS (Sub to Gregory Bridge)	63,699	MILLING/RESURFACING	GREGORY BRIDGE COMPANY	JAY GREGORY	706-485-7283
CITY OF DOUGLASVILLE 2019 SPOLOST RESURF, DOUGLAS	497,601	MILLING/RESURFACING	CITY OF DOUGLASVILLE	MELISSA DICKINSON	770-920-3005
PAVING PKG#2 8 ROADS, HARALSON	1,284,308	MILLING/RESURFACING	HARALSON COUNTY BOC	TERRY EDWARDS	770-646-3278
ITB19-05 ROBERTS DR RESURF, CITY OF DUNWOODY	386,380	MILLING/RESURFACING	CITY OF DUNWOODY	DAVID AYERS	678-382-6750
2020 LMIG STREET IMP, CRAWFORD	539,949	MILLING/RESURFACING	CRAWFORD COUNTY BOC	FABIAN HOLLIS	478-757-1169
GDOT SR 1 PWMY PRESERVATION, FLOYD	239,600	PAVEMENT PRESERVATION	GEORGIA DOT	ANJA FERGLUSON	770-387-3602
ACWORTH DUE WEST @ JIM OWENS, COBB (Sub to Ohmshly)	527,273	MILLING/RESURFACING	OHMISHV CONSTRUCTION, LLC	VUJAY WANGROLIYA	404-967-0020
#19-134 FDR & RESURF FOREST PKWY, CLAYTON	5,853,212	MILLING/RESURFACING	CLAYTON COUNTY BOC CENTRAL SERVICES	JEFF METARKO	770-477-3592

LIST OF REFERENCES FOR PROJECTS COMPLETED IN 2020

C. W. MATTHEWS CONTRACTING CO., INC.
 SCHEDULE OF CONTRACTS COMPLETED
 December 31, 2020

CONTRACT NO., DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
M005740 SR6 RESURF, LUMPKIN	2,446,027	MILLING/ RESURFACING	GEORGIA DOT	KEVIN BARRETT	706-348-4848
M005904 SR3 RESURF, PIKE/SPALDINGUPSON	13,892,599	MILLING/ RESURFACING	GEORGIA DOT	CHASTY WALKER	706-646-6120
M005902 SR114, CHATTOGA	1,921,053	MILLING/ RESURFACING	GEORGIA DOT	GRANT WALDROP	678-721-5286
M005806 SR10 TO PONCE, FULTON	1,145,518	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	CHRIS WOODS	770-626-3891
3 LMG ROADS 2020, HARRIS	1,094,472	MILLING/ RESURFACING	HARRIS COUNTY BOC	MIKE BROWN	706-628-4958
20-037-1 JOHNS CREEK 2020 MAIN RDS RESURF, FULTON	1,408,904	MILLING/ RESURFACING	CITY OF JOHNS CREEK	NEIL TRUST	678-512-3233
20-0211 RICHARD B RUSSELL REG AIRPORT RNNY 1 IMP, FLOYD	1,188,040	SAFETY AREA & RUNWAY AREA IMPROVEMENTS	FLOYD COUNTY BOC	CHARLES ADEOLUN	678-966-6623
1-85 EMERGENCY REPAIR (SUB TO BLOUNT SANFORD)	220,416	WALL REPAIR	BLOUNT-SANFORD CONSTRUCTION CO.	JAMES D. GREESON	770-633-2959
M005813 SR 280 MLK TO COBB CO LINE, FULTON	2,287,334	MILLING/ INLAY/ RESURFACING	PAULDING COUNTY BOC	SAHR PESSIMA	770-986-1011
2020 ASPHALT CONTRACT II SUB, PAULDING	2,602,345	MILLING/ RESURFACING	PAULDING COUNTY BOC	DAVID HUFF	678-224-4067
CITY OF SOUTH FULTON 2019 TSP/OST/LMG, FULTON	7,947,695	MILLING/ RESURFACING	FULTON COUNTY	ANTONIO VALENZUELA	478-809-7451
20-19 JOINT 2020 LMG, HOUSTON AND VARIOUS COUNTIES	1,118,789	MILLING/ RESURFACING	HOUSTON COUNTY PUBLIC WORKS	JEFF SMITH	678-542-2115
2020-ASPH-3 RESURFACING CONTRACT, PAULDING	3,244,205	MILLING/ RESURFACING	PAULDING COUNTY BOC	DAVID HUFF	678-224-4067
2001-03 2020 LMG RESURFACE, LAMAR	1,131,747	RESURFACING	LAMAR COUNTY BOC	JAMES RIGDON	770-358-5091
FY 2020-21 PAVING, OCONEE (2434 EXT)	2,094,137	MILLING/ RESURFACING	OCONEE COUNTY BOC	JODY WOODALL	770-769-2937
CITY OF FAIRBURN RDWY IMP VARIOUS ROADS, FULTON	1,157,670	MILLING/ RESURFACING	CITY OF FAIRBURN	LESTER THOMPSON	770-864-2244
GOOT PMT PRESERVATION SR 157, WALKER	863,100	RESURFACING	GEORGIA DOT	ADRIAN HARRIS	678-420-5500
M005898 SR30 @ EFFINGHAM COUNTY LINE, CHATHAM	792,845	RESURFACING & MAINTENANCE	GEORGIA DOT	ROB MCCALL	912-427-5711
M005802 SR 120 W OF NORTH MARIETTA PKWY, COBB	1,594,259	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	WESLEY COMBAY	770-528-3232
ITB 20-PW08 CITY OF MILTON RESURF, FULTON	3,953,337	MILLING/ RESURFACING	CITY OF MILTON	MATT FALSTROM	678-242-2507
CITY OF NEWMAN RECLAMATION & PAVING 2 STRTS, COWETA	851,674	RESURFACING	CITY OF NEWMAN PUBLIC WORKS DEPT.	MICHAEL KLAHR	678-673-5479
RFB 2020-023 RESURFACING PROJECT 75708, CHEROKEE	2,992,178	MILLING/ RESURFACING	CHEROKEE COUNTY	JAMES WILGUS	770-721-7818
CITY OF NEWMAN MILL & RESURF VARIOUS STREETS, COWETA	902,090	RESURFACING	CITY OF NEWMAN PUBLIC WORKS DEPT.	MICHAEL KLAHR	678-673-5479
2020 LMG CONTRACTS - CITY OF BYRON	157,903	RESURFACING	CITY OF BYRON	JOHNNY BROOKS	478-956-3600
2020 LMG CONTRACTS - CITY OF CENTERVILLE	182,460	RESURFACING	CITY OF CENTERVILLE	MIKE BRUMFIELD	478-953-3222
2020 LMG CONTRACTS - CITY OF HAWKINSVILLE	109,167	RESURFACING	CITY OF HAWKINSVILLE	RONNIE KENT	478-972-2274
2020 LMG CONTRACTS - CITY OF WARNER ROBBINS	1,158,756	MILLING/ RESURFACING	WARNER ROBINS PUBLIC WORKS	DOUGLAS WEB	478-928-1144
2020 LMG CONTRACTS - DOOLY COUNTY	700,766	RESURFACING	DOOLY COUNTY COMMISSIONERS	STEPHEN SANDERS	229-268-4228
2020 LMG CONTRACTS - PULASKI COUNTY	574,938	RESURFACING	PULASKI COUNTY	JENNA MASHBURN	478-783-4154
GOOT PMT PRESERVATION SR 180 SPUR, TOWNS	785,850	RESURFACING	CITY OF UNION HILL	GLEN GOSNELL	770-533-7242
RFB-PS-20-05 UNION CITY RESURF 2020, FULTON	1,300,271	MILLING/ RESURFACING	GEORGIA DOT	GLEN GOSNELL	770-533-7242
GOOT PMT PRESERVATION SR 136, DAWSON	590,529	MILLING/ RESURFACING	GEORGIA DOT	GLEN GOSNELL	770-533-7242
GPA TERMINAL CONTAINERIZATION (Sub to Baker Constructors)	3,573,781	RESURFACING	BAKER CONSTRUCTORS, INC.	MATTHEW BURDEN	770-775-5200
SB-4200-20-02-061020 PAVE 2 ROADS, BUTTS	689,601	RESURFACING	BUTTS COUNTY BOC	KIP WASHINGTON	706-678-1507
SB027-20 CITY OF LAWRENCEVILLE 2020 LMG, GWINNETT	1,284,817	MILLING/ RESURFACING	CITY OF LAWRENCEVILLE	MATTHEW BURDEN	770-775-5200
CITY OF WATKINSVILLE MILL & RESURF 3 STREETS, OCONEE	47,164	MILLING/ RESURFACING	CITY OF WATKINSVILLE	JOHANNES LOUW	770-277-7533
TOM B DAVID AIRPORT CALHOUN, GORDON (Sub to Barnett Sthm)	138,872	RESURFACING	BARNETT SOUTHERN CORPORATION	JUSTIN DUNAWAY	706-678-1507
GOOT PMT PRESERVATION SR 520, MUSCOGEE	332,444	RESURFACING	GEORGIA DOT	NICK WHITMER	706-568-2165
GOOT PMT PRESERVATION SR 332 - 107804, HALL/JACKSON	256,970	RESURFACING	MURRAY COUNTY PUBLIC WORKS	GLEN GOSNELL	770-533-7242
PW 2020 LMG LEVELA RESURF, MURRAY	1,225,067	RESURFACING	GEORGIA DOT	MATTHEW SANFORD	706-695-5231
GOOT PMT PRESERVATION SR 219/SR 190, HARRIS	1,002,775	RESURFACING	GEORGIA DOT	BRIAN JOHNSTON	706-646-7521
GOOT PMT PRESERVATION SR 1, TROUP/HEARD	1,049,250	MILLING/ RESURFACING	MANHATTAN/RFB, A JOINT VENTURE	BRIAN JOHNSTON	706-646-7521
42' SEWER EROSION REPAIR (Sub to Manhattan)	421,060	SEWER EROSION REPAIR	MANHATTAN/RFB, A JOINT VENTURE	SHERRAE BARLOW	404-290-7094
	524,743,297				

- We are Subcontractors on these jobs.
- Joint Ventures
- Subcontractor did not complete work on time.
- Joint Venture partners to share LD's for delayed completion.

LIST OF REFERENCES FOR PROJECTS COMPLETED IN 2019

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED
December 31, 2019

CONTRACT NO.	DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
Northwest Corridor Project (Acher Western), Cobb/Cherokee					PARSONS TRANSPORTATION GROUP	770-446-4900
STP00-0022-00(392), Forsyth, SR 20, Buford Highway		35,506,778	PAVING	NORTHWEST EXPRESS ROAD BUILDERS	SAM PANAH	770-535-5759
STP00-0222-01(001), Cobb, I-285 / SR 407 Atlanta Road,		22,897,569	WIDENING/ RECONSTRUCTION	GEORGIA DOT	BORDEN POLK	470-432-5749
STP00-0011-01(053), MUSCOGEE		43,322,373	WIDENING/ RECONSTRUCTION/ CONSTRUCT BRIDGES	GEORGIA DOT	LUTHER WILSON	770-687-0303
STP00-0005-00(320) I75/SR 401, Dooly		3,895,454	PAVING	McMath-Turner Construction Co.	DARRYL VANMETER	404-631-1000
Gwinnett Co-Design Build I-85 Express Lanes		58,125,831	DESIGN BUILD- WIDENING	GEORGIA DOT	MICHAEL KEENE	478-988-7151
INSTP-0075-03 (208), CARBONDALE ROAD-WHITEFIELD		150,233,969	INTERCHANGE IMPROVEMENTS	GEORGIA DOT	MATTHEW NEEDHAM	770-535-5759
0014176-DESIGN BUILD BRIDGE REPLACEMENT VARIOUS LOCATIONS, Coweta/Crawford/Harris/Marion/Meriwether/Pike		19,189,511	DESIGN BUILD- EXPRESS LANES	GEORGIA DOT	RICHARD BAIRD	706-272-2211
0014175-DESIGN BUILD BRIDGE REPLACE, Greene/Jackson/Morgan/Walton		6,606,785	WIDENING/ RECONSTRUCTION/ CONSTRUCT BRIDGES	GEORGIA DOT	LISA S. WOODS	404-304-5766
0009887 CONST. OF ROUNDABOUT SR 369 HIGHTOWER RD, Cherokee		6,875,035	BRIDGE REPLACEMENTS/DESIGN BUILD	GEORGIA DOT	DAMON FROST	706-343-5836
X2604 CUMBERLAND BLVD ROADWAY IMP, COBB		5,027,404	CONSTRUCTION OF A ROUNDABOUT	GEORGIA DOT	JEREMY SCOTT	770-387-3680
R20170 STEWART MILL RD, DOUGLAS		7,838,382	CONSTRUCTION OF A ROUNDABOUT	GEORGIA DOT	DENISE HATABIAN	770-820-1642
HENRY CO-ANVIL BLOCK RD IN PLACE CMES		1,792,413	WIDENING/ ADDITIONAL LANES	DOUGLAS COUNTY BOC	BILL C. PEACOCK	770-982-1907
BUFORD DR SR20 OLD SUWANEE RD, F1084-02 & F1140-01,GWINNETT		1,480,902	INTERSECTION IMPROVEMENTS	CMES	CHETAN VEKARIYA	678-521-6433
CSBRG-0006(658) THREE NOTCH RD OVER PEAVINE CR, CATOOSA		5,049,188	INTERSECTION IMPROVEMENTS	GWINNETT COUNTY BOC	OTIS CLARK	706-272-2211
CSSTP-0002-00(382) SR155 BILL GARDNER-STONEY BROOK WY, HENRY		2,282,793	WIDENING AND RECONSTRUCTION	GEORGIA DOT	LISA TAYLOR	706-646-6100
COURTLAND STREET BRIDGE REPLACEMENT		2,869,411	CONSTRUCTION OF A BRIDGE & APPROACHES	GEORGIA DOT	MICHAEL WILLIAMS	404-821-9388
EAST RIDGE TN SR88@I75 INTERCHANGE IMP, HAMILTON		21,295,096	BRIDGE REPLACEMENTS-DESIGN BUILD	CITY OF EAST RIDGE	CRYSTAL MYERS	865-671-6774
HABERSHAM CO. AIRPORT- PHASE4, HABERSHAM		5,914,028	INTERCHANGE RECONFIGURATION	HABERSHAM COUNTY BOC	JAMES MIORIN	770-263-9118
BIW418-04 RESURFACE VARIOUS COUNTY ROADS, HENRY		2,873,018	PARALLEL TAXIWAY	HENRY COUNTY PURCHASING DEPARTMENT	ROQUE ROMERO	770-288-6027
I-985 NEW INTERCHANGE(SUB TO GP'S), HALL		4,483,276	CONSTRUCTION AND RESURFACING	G. P'S ENTERPRISES	GARY PHILLIPS	770-945-0810
BROOKWOOD RD WIDEN (SUB TO CMES), FORSYTH		1,389,564	MILLING/ RESURFACING	CMES	CHETAN VEKARIYA	770-982-1907
PLAYER-TW ALPHA CATHODIC PROTECTION REPAIR,CLAYTON/FULTON		4,737,589	ROAD WIDENING	PLAYER AND COMPANY	BRIAN RISCHAR	678-469-5301
SR103 PASSING LANES (SUB TO MCCOY), HARRIS		337,309	CASING & SOD	MCCOY GRADING	KIM SINCLAIR	706-672-3527
EVERMORE NORTH BLVD(SUB TO CMES), GWINNETT		1,109,781	RESURFACING	CMES	CHETAN VEKARIYA	770-982-1907
CITY OF SOUTH FULTON RESURFACING, FULTON		470,181	MILLING/ RESURFACING	FULTON COUNTY DEPARTMENT OF PUBLIC WOR	DALENE BANKS	404-612-7879
M005494 RESURF SR20, CHEROKEE/FORSYTH		10,619,106	ROAD RESURFACING	GEORGIA DOT	SAM PANAH	770-387-3680
M005649 RESURF US78/SR8, FULTON		2,409,829	RESURFACING	GEORGIA DOT	CHRIS RAYMOND	404-326-6097
M004978 RESURF SR 8, CLARK/MADISON		3,842,455	MILLING/ RESURFACING	GEORGIA DOT	KRIS PHILLIPS	770-535-5759
M005717 RESURF SR 92, SPALDING		1,486,806	MILLING/ RESURFACING	GEORGIA DOT	ROBERT SIMPSON	706-583-2644
M005045 RESURF SR7, LAMAR/PIKE/SPALDING		3,293,278	MILLING/ RESURFACING	GEORGIA DOT	LARNELL JEWELL	706-646-6100
M005402-I-285/SR 407 RESURFACE, CLAYTON/DEKALB/FULTON		810,304	MILLING/ RESURFACING	GEORGIA DOT	MATT EARNEST	404-559-6698
M005651 SR9 RESURFACE, FULTON		10,354,312	MILLING/ RESURFACING	GEORGIA DOT	GEORGE BALDWIN	770-528-3238
M005652 SR9@SR3 (NORTH-SIDE DR TO ALLEN RD.), FULTON		11,731,730	MILLING/ RESURFACING	GEORGIA DOT	STEVE HUBBARD	770-986-1011
M005713 RESURF I-75/SR401, COBB-JV		3,752,083	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	JAMES HARRY	770-528-3238
CHEROKEE RD WIDEN & RESURF, POLK		5,160,601	MILLING/ RESURFACING	POLK COUNTY BOC	BARRY ATKINSON	770-749-2100
M003658 RESURF SR42,FULTON		47,221,008	WIDENING & RESURFACING	GEORGIA DOT	JONATHAN BILLUPS	404-805-4752
M004822 RESURF I-75/SR401,GORDON/WHITEFIELD		865,325	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	KEITH DAY	770-387-3680
ITB#18-13 2017 SPLOST 1A ROAD REHAB, ROCKDALE		1,335,617	MILLING/ RESURFACING	ROCKDALE DOT	DAWN SPIVEY	770-276-7553
RICHARD B RUSSELL REG AIRPORT RUNWAY, FLOYD		37,319,782	MILLING/ RESURFACING	FLOYD COUNTY BOC	JAMES MIORIN	770-263-9118
M005837-RESURF I-75/SR401, BARTOW		4,314,712	REHABILITATION & OVERLAY PROJECT	GEORGIA DOT	ROBERT BELL	770-387-3680
#18-002 FAIRBURN GA FDR&PAVE, FULTON		1,447,659	MILLING/ RESURFACING	CITY OF FAIRBURN	LESTER THOMPSON	770-964-2244
DELTA GSE SITE PREP (MKJV SUB TO SNFS JV)		10,548,108	FULL-DEPTH RECLAMATION	SNFS JOINT VENTURE	ANDREW HOLBROOK	404-380-1432
BEN EPPS AIRPORT RUNWAY 9-27, ATHENS-CLARKE		1,776,282	REHABILITATION & OVERLAY PROJECT	UNIFIED GOVT ATHENS-CLARKE	JACOB REDWINE	770-035114
18-008 2018 SPLOST RESURF, DOUGLAS CO		8,637,772	REHABILITATION & OVERLAY PROJECT	DOUGLAS COUNTY BOC	BILL PEACOCK	770-920-7219
0015921 PAVE-SHOULDER REHAB, CATOOSA		10,583,882	MILLING/ RESURFACING	GEORGIA DOT	EMORY HARRIS	706-272-2211
M0005731 RESUR SR 15, BANKS		2,392,699	MILLING/ RESURFACING, SHOULDER REHABILITATION	GEORGIA DOT	DOUG WOOD	706-384-7269
M0050724 RESURF SR 15/SR 155, DEKALB/FULTON		6,356,445	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	SAMSON GUESSESSE	770-986-1011
M005003 RESURF SR 92/SR 65, FAYETTE/SPALDING		2,923,255	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	LARNELL JEWELL	706-646-6100
CITY OF CORNELIA 2018 PAVING, HABERSHAM		3,970,456	MILLING/ RESURFACING	GEORGIA DOT	JORDAN CLEMENT	706-769-4119
M005637 RESURF SR 3, BARTOW		501,521	MILLING/ RESURFACING	HABERSHAM COUNTY BOARD OF COMMISSIONE	CHASE WEST	770-387-3680
M005732 RESURFASHOULDER REHAB SR15, HABERSHAM/RABUN		3,227,368	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	JERRY THOMSON	404-559-6699
M005801 SR92 RESURF COBB		1,415,368	MILLING/ INLAY/ RESURFACING/ SHOULDER REHABILITATION	GEORGIA DOT	JOSHUA JOHNSON	706-348-4848
M005688 SR141 RESURF, DEKALB/GWINNETT		7,100,927	MILLING/ RESURFACING	GEORGIA DOT	SAM HENDOW	770-528-3238
FY 2018-19 PAVING, OCOREE (2344 EXT)		875,017	MILLING/ RESURFACING	OCONEE COUNTY BOC	KAREN BARNETT	770-216-3920
18-309-003 WEST GA REG AIRPORT, CARROLL (SUB TO SE SITE)		2,223,339	MILLING/ RESURFACING	SOUTHEASTERN SITE DEVELOPMENT	JENNIFER AVERY	678-423-7770
SFS-ATL-01-2018 AIRSIDE OVERLAY (SIG FLIGHT SUPPORT)		206,453	PAVEMENT OVERLAY	SIGNATURE FLIGHT SUPPORT CORPORATION	MARK JANSEN	321-695-5061
M005004 Resurf SR 22, Talbot		1,067,223	MILLING/ RESURFACING	GEORGIA DOT	J.D. ABERCROMBIE	706-586-2165
M005690 RESURF SR74, FULTON		5,444,272	MILLING/ RESURFACING	GEORGIA DOT	JOSHUA JOHNSON	404-559-6699
M004921 RESURF I-85/SR403, HARRIS/TROUP		2,093,677	MILLING/ RESURFACING/ SHOULDER REHABILITATION	GEORGIA DOT	WILLIAM BOYD	706-845-4115
CP335-204-1(2019),WESTMORELAND RD, WHITE		31,412,509	MILLING/ RESURFACING	WHITE COUNTY BOC	DAVID CANGEMI	706-885-2510
M005931 RESURF I-75 SB, SBL BUTTLERSHENRY/SPALDING-JV		903,343	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	CARL CONES	706-646-6100
A000841 STATE ROUTE 136 WALKER LANDSLIDE		17,075,340	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	BRANDON CLAYTON	770-387-3605
SR1 CHATTOOGA COUNTY (EMERGENCY CONTRACT)		3,522,219	CRACKING/ LEVELING EXISTING ROADWAY	GEORGIA DOT		770-387-3605
		274,962				

LIST OF REFERENCES FOR PROJECTS COMPLETED IN 2019

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED
December 31, 2019

CONTRACT NO.	DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
M005817	MILL RESURF ITS BUTTS/HENRY/SPALDING-JV	17,045,873	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	CARL CONES	706-646-6100
M005638	RESURF SR1 SPRINGDALE TO MAPLE CARROLL	2,199,906	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	JOHN LANKFORD	770-646-5522
M005942	RESURF I20 SWEETWATER CRK TO SR5 WBL DOUGLAS-JV	15,259,075	MILLING/ INLAY/ RESURFACING	GEORGIA DOT	MARQUISE WEBB	404-558-6699
M005964	RESURF SR20 FORSYTH	3,083,461	MILLING/ RESURFACING	GEORGIA DOT	SAM PANAH	770-535-5759
RESURF BAXTER AND LOFTIS RD, HARALSON		895,181	MILLING/ RESURFACING	HARALSON COUNTY PUBLIC WORKS	TERRY EDWARDS	770-646-3278
WAUGH ST BRIDGE REHAB CITY OF DALTON, WHITEFIELD		124,197	BRIDGE REHAB	CITY OF DALTON PUBLIC WORKS	MEGAN ELLIOTT	706-278-7077
2019 HEARD COUNTY RESURF MULTI RDS, HEARD		627,772	RESURFACING	HEARD COUNTY BOC	DAROLD WIGGINS	706-875-3523
JONES COUNTY 2018, JONES		1,035,678	RESURFACING & FULL DEPTH RECLAMATION	JONES COUNTY BOC	JOHN LOWE	478-986-6405
CITY OF GRIFFIN EXPERIMENT ST, SPALDING		463,459	MILLING/ RESURFACING	CITY OF GRIFFIN	CHRIS WALKER	770-223-6603
THOMASTON-UPSON CO CIVIC CENTER, UPSON		107,645	MILLING/ RESURFACING	UPSON COUNTY BOC	JASON TINSLEY	706-647-7012
SR15124 SR247 AT DAVIDSON RD, HOUSTON		239,130	TURN LANE-DESIGN BUILD	GEORGIA DOT	BRIAN JONES	478-987-4280
0001595 PPM 48400, JASPER		554,140	RESURFACING	JASPER COUNTY BOC	SHANNON PASSMORE	478-552-4800
2019 LMIG GOOLSBY RD, JASPER COUNTY		616,493	RESURFACING	LAMAR COUNTY	MIKE BENTON	706-468-4900
2019 LMIG, Lamar County		605,593	RESURFACING	MONROE COUNTY BOC	SEAN TOWNSEND	770-358-5146
THORNTON RD WIDENING, MONROE		259,181	WIDENING/ IMPROVEMENTS	HOUSTON COUNTY BOC	DON CARTER	478-219-2600
DAVIDSON RD WIDENING, HOUSTON		229,130	WIDENING	HOUSTON COUNTY PUBLIC WORKS	BLAKE STODSTILL	478-987-4280
NORTH COBB CC CUT THRU, COBB		124,437	PAVING/ BLOCKWALL	NORTH COBB CHRISTIAN SCHOOL	NORTH COBB CHRISTIAN SCHOOL	770-975-0252
CITY OF BARNESVILLE 2019 LMIG, LAMAR		202,314	RESURFACING	CITY OF BARNESVILLE	DAVID ROSE	770-358-0181
HOUSTON COUNTY LANDFILL		46,808	RESURFACING	PEED BROTHERS	TERRE SALTER	478-862-5238
4200-19-07-061919 2019 LMIG, BUTTS		587,592	RESURFACING	BUTTS COUNTY BOC	KIP WASHINGTON	770-775-8200
M004990 SR127, HOUSTON		320,612	MILLING/ RESURFACING	GEORGIA DOT	JEMARQUIS BAKER	478-988-7158
2019 LMIG RESURFACING, MURRAY		945,116	RESURFACING	MURRAY COUNTY PUBLIC WORKS	MATTHEW SANFORD	706-695-3231
48400-DOT 0001595 PAVEMENT MAINT, WILKINSON (Sub to Dykes)		228,150	RESURFACING	EVERETT DYKES GRASSING	WILL DELOACH	478-984-2707
2019 ASPHALT PAVING PHASE II, PICKENS		1,207,084	RESURFACING	PICKENS COUNTY	JOHN NICHOLSON	706-253-8817
EMERGENCY REPAIR-INTERSTATE NORTH PARKWAY, CCDOT		90,411	INTERSTATE RESTORATION	COBB COUNTY DOT	DENISE HATABIAN	770-528-1842

760,424,055

We are Subcontractors on these jobs,
Joint Ventures
Subcontractor did not complete work on time.
Joint Venture partners to share LD's for delayed completion.

LIST OF REFERENCES FOR PROJECTS COMPLETED IN 2018

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF CONTRACTS COMPLETED
December 31, 2018

CONTRACT NO., DESCRIPTION, LOCATION	AMOUNT OF CONTRACT	TYPE OF WORK	OWNER	ENGINEER/OFFICER	PHONE #
NH000-0006-04(031), Etc., Upson, US 19 / SR 3	10,301,991	WIDENING/ CONSTRUCTION OF BRIDGE	GEORGIA DOT	MICHAEL PRESSLEY	404-631-1844
EDS00-0545-00(020), Franklin, Stephens	50,440,468	WIDENING/ RECONSTRUCTION/ CONSTRUCT BRIDGES	GEORGIA DOT	ROBERT MABRY	706-754-9559
NHS00-0000-00(931), Whitfield, I-75/SR 401 Rocky Face	36,301,156	INTERCHANGE RECONSTRUCTION/ CONSTRUCT BRIDGES	GEORGIA DOT	DEVON BROOKS	706-272-2211
F-0019-01 MSL 00-0004-00 (430), Gwinnett, SR 20 SR 20	28,886,104	WIDENING/PAVING/SIDEWALK/CURB&GUTTER/MSSE WALLS	WINNETT COUNTY BOC	ALAN CHAPMAN	770-822-8731
CSNH-0005-00(156, 157), Henry, SR 155	183,861,057	DESIGN BUILD - WIDENING/ RECONSTRUCTION	GEORGIA DOT	MICHAEL WILLIAMS	770-228-7205
NHS-0001-00(298)01, Clayton, Fulton 14th Street	82,591,427	GRADING/WALLS	GEORGIA DOT	DALE FERRIS	404-559-6699
13-51, Clayton, Widening & Overlay	3,301,259	WIDENING/ OVERLAY	CLAYTON COUNTY BOC	LEXI MORGAN	770-477-3589
* STP00-1267-00(008), Oconee, SR 53	6,187,526	PAVING	GEORGIA DOT	TIM PHILLIPS - GP'S ENTERPRISES	770-224-9184
M004813 US 78/SR 10-CLARKE	1,760,013	MILLING/ RESURFACING	GEORGIA DOT	SHANNON GILES	770-224-9184
* HOBUS-GEORGIA DOT#013 SR 96 - IN PLACE SUB FOR GP'S ENTERPRISES	7,696,806	MILLING/ RESURFACING	GEORGIA DOT	KAYLA STRICKLAND - GP'S ENTERPRISES	678-714-3751
COBB-CO E4110 SOUTH BARRETT RELIEVER, PH2 INTERSECTION IMPROVEMENTS	5,492,036	MULT-LANE ROUNDABOUT	COBB COUNTY DOT	DENISE HATABIAN	770-528-1642
# M004840 RESURF SR 139/SR 85, Clayton	1,886,466	MILLING/ RESURFACING	GEORGIA DOT	LANKSTON JOHNSON	404-559-6699
M004583 RESURF SR 139, FULTON	3,451,477	MILLING/ RESURFACING	GEORGIA DOT	SCOTT FREDRICK	770-535-5759
CS-HPP-0007-00(310) SR 120, FULTON	6,419,824	OPERATIONAL IMPROVEMENTS	CITY OF JOHNS CREEK	JOHN HENDERSON	678-512-3200
X2905 RESURF CONTRACT 2017-3 LOCAL RDS, COBB	5,574,344	RESURFACING	COBB COUNTY DOT	DENISE HATABIAN	770-528-3656
* 000938 SR63/183 ROUNDABOUT (CMES),DAWSON	823,375	MILLING/ RESURFACING	GEORGIA DOT	CHETAN VEKARIYA - CMES	770-982-1905
* VERTICAL EARTH-SUN VALLEY DR EXT. ROSWELL	633,215	MILLING/ RESURFACING	CITY OF ROSWELL	JUSTIN THOMPSON - VERTICAL EARTH	770-888-2224
M005043 Resurf SR247 Spur, Houston	2,346,136	MILLING/ RESURFACING	GEORGIA DOT	SCOTT FREDRICK	770-535-5759
CITY OF BROOKHAVEN ITB#17-056 RESURF, DEKALB	905,483	MILLING/ RESURFACING	GEORGIA DOT	GREG JONES	478-988-7151
DAWSON CO REHAB 4 ROADS	6,734,648	MILLING/ RESURFACING	CITY OF BROOKHAVEN	TYRA LITTLE	404-637-0900
FC-9661 CITY OF ATL. RESURF STREETCAR ROUTES	5,589,303	MILLING/ RESURFACING	DAWSON COUNTY BOC	DAVID MCKEE	706-344-3501
M005502 RESURF SR 166, CARROLL	2,187,162	REHABILITATION PROJECT	CITY OF ATLANTA	SHERMA SOBERS	706-646-6100
* M005702 RESURF I-85 SR403,WINNETT/DEKALB-IV PH2	4,316,983	RESURFACING	GEORGIA DOT	TRACEY PROUTY	770-546-5522
PATCH-MILL-LEVEL-RESURF SR2017-1, DOUGLAS	29,968,857	MILLING/ RESURFACING	DOUGLAS COUNTY BOC	SAMSON GUESSE	770-986-1011
ITB 17-28 LMIG RESURF, ROCKDALE	1,746,897	MILLING/ RESURFACING	ROCKDALE DOT	BILL PEACOCK	770-920-7247
M005469,M005472, M005503 SR11, HALL	4,455,372	MILLING/ RESURFACING	PAULDING COUNTY BOC	DAWN SVEY	770-278-7553
2017 ASPHALT CONTRACT II, PAULDING	1,842,569	CONSTRUCTION AND RESURFACING	OCONEE COUNTY BOC	SCOTT FREDRICK	770-535-5759
PY 2017 PAVING, OCONEE (2257 EXT)	1,533,713	PAVING	GEORGIA DOT	TABITHA POLLARD	770-288-6027
M005510 I-85/SR403 OVERPASS, GWINNETT	1,746,897	MILLING/ RESURFACING	GEORGIA DOT	KAREN BARNETT	706-769-2944
M005512 RESURFACE SR369, HALL	1,267,325	MILLING/ RESURFACING	GEORGIA DOT	BURT MIDDLETON	850-630-9753
* CITY OF DULUTH 2017 LMIG, GWINNETT	351,535	MILLING/ RESURFACING	GEORGIA DOT	CLAY MALONE	770-535-5759
* JODECO RD @ BLACKHALL (SUB TO CMES), HENRY	2,391,716	MILLING/ RESURFACING	CITY OF DULUTH PUBLIC WORKS	AUDREY TURNER	770-476-2454
M005579 RESURF SR 211,BARROW/GWINNETT/HALL	1,230,529	MILLING/ RESURFACING	HENRY COUNTY BOARD OF COMMISSIONERS	CHETAN VEKARIYA - CMES	770-982-1905
17-001 VARIOUS ROADWAY IMP, CITY OF VILLA RICA, CARROLL	276,900	RESURFACING	CITY OF VILLA RICA	BOBBY ELLIOTT	770-459-7000
18-011 CITY OF GRIFFIN MILL & RESURF, SPALDING	2,586,868	MILLING/ RESURFACING	CITY OF GRIFFIN PUBLIC WORKS DEPARTMENT	CHRIS WALKER	770-229-6603
M005627/M005707 RESURF SR5, CHEROKEE	2,586,868	MILLING/ RESURFACING	GEORGIA DOT	DAVID FORRESTER	770-387-3680
M005650 RESURF SR8, COBB	445,791	MILLING/ RESURFACING	GEORGIA DOT	RODNEY SIMON	770-528-3238
M005646 RESURF SR 5, DOUGLAS	924,378	MILLING/ RESURFACING	GEORGIA DOT	LEE UPKINS - JACOBS	404-559-6689
* M004958 RESURF SR323, HALL	1,670,373	MILLING/ RESURFACING	GEORGIA DOT	MAX JANANEH	770-535-5759
* JOHNS CREEK, KIMBALL BRIDGE RD (SUB TO VERT. EARTH), FULTON	2,785,363	MILLING/ RESURFACING	GEORGIA DOT	ELISABETH SHELTON - VERTICAL EARTH	770-888-2224
* TURNER CHURCH RD PAVE (SUB TO McLeRoy), HENRY	281,555	MILLING/ RESURFACING	HENRY COUNTY BOARD OF COMMISSIONERS	MATT ANDREWS - MCLEROY, INC.	770-567-3514
X2906 2018 LMIG MAJOR THOROUGHFARE, COBB	9,745,636	RESURFACING	COBB COUNTY DOT	DENISE HATABIAN	770-528-3656
2018 LMIG FOUR ROADS, HARRIS	894,000	RESURFACING	HARRIS COUNTY BOARD OF COMMISSIONERS	NANCY MCMICHAEL	706-628-4958
RESURFACING FROLOVA RD, HEARD	283,306	RESURFACING	HEARD COUNTY BOARD OF COMMISSIONERS	PATTY JILES	706-675-3821
CHEROKEE RD WIDEN & RESURF, POLK	865,325	WIDENING & RESURFACING	POLK COUNTY BOC	BERRY ATKISON	770-749-2100
M005585 RESURF-SHOULDER REHAB SR293, HALL	1,462,988	RESURFACING & SHOULDER REHAB	GEORGIA DOT	BRANDON D&MORE	770-535-5759
A000815 I-75 MSE Wall Emergency Repair, Cobb	2,300,598	EMERGENCY MSE WALL REPAIR	MURRAY COUNTY GOVERNMENT	BILL WRIGHT	404-631-1388
2018 LMIG RESURFACING, MURRAY	731,395	RESURFACING	HARALSON COUNTY BOARD OF COMMISSIONERS	MATTHEW SANFORD	770-517-1400
2018 PAVE 3 ROADS, HARALSON	877,500	MILLING/ RESURFACING	CITY OF POWDER SPRINGS	JOHN VASICAK	770-943-8010
RFP#18-001 CITY OF POWDER SPGS LMIG, COBB	238,424	RESURFACING	UPSON COUNTY BOARD OF COMMISSIONERS	H. ALLEN SALTER	706-647-2824
ITB 002-2018 LMIG RESURFACE, UPSON CO	1,522,224	MILLING/ RESURFACING	CATOOA COUNTY	CHRISTAL THOMAS	706-965-2900
FDR-PAVE 2018 VARIOUS COUNTY RDS, CATOOA	1,889,917	RESURFACING			
	538,841,327				

* We are Subcontractors on these jobs.
A Joint Ventures
Subcontractor did not complete work on time.
~ Joint Venture partners to share LD's for delayed completion.

**City of Stockbridge**

4640 North Henry Boulevard Stockbridge, GA 30281
(770) 389 7900

OCCUPATIONAL TAX CERTIFICATE

Business Name: C W MATTHEWS CONT CO, INC
DBA: C W MATTHEWS CONT CO, INC

Business Location: 124 ROCK QUARRY RD
STOCKBRIDGE, 30281

Owner: ROBERT E. MATTHEWS, BOARD CHAIR

License Number: 0837-2018

Issued Date: 1/1/2021

Expiration Date: 12/31/2021

Business Type(s): 324121 Paving blocks and mixtures made
from purchased asphaltic materials

Mailing Address: 1600 KENVIEW DR PO DRAWER
970
MARIETTA, GA 30061

License Type: Occupational Tax Certificate

Classification: Commercial

Fees Paid: \$2,510.00

Uneeda Smith-Selles

Occupational Tax Department

If the business moves from the location listed then the occupational tax certificate is null and void

TO BE POSTED IN A CONSPICUOUS PLACE

COBB COUNTY OCCUPATION TAX CERTIFICATE

P.O. BOX 649 MARIETTA, GEORGIA 30061-0649
(770) 528-8410

BUSINESS LOCATION

1600 KENVIEW DR

DATE ISSUED

01-01-2021

D/B/A C W MATTHEWS CONTRACTING CO

PO DRAWER 970

MARIETTA, GA 30061



CERTIFICATE NUMBER

52660

FOR YEAR

2021

CERTIFICATE EXPIRES

12-31-2021

TYPE **GENERAL**



CERTIFICATE MUST BE DISPLAYED
THIS CERTIFICATE IS NOT VALID IF OWNERSHIP OR BUSINESS LOCATION CHANGES
PROFESSIONALS & ATTORNEYS AT LAW ARE NOT REQUIRED TO DISPLAY

BUSINESS DESCRIPTION

CLASSIFICATION CODE

CLASSIFICATION NAME

AMOUNT

161101

PAVING CONTRACTOR

0.00

4332 0.00

4312 0.00

4314 0.00

4316 0.00

4318 0.00

SUB TOTAL \$ 0.00

4545 0.00

PENALTY \$ 0.00

INTEREST \$ 0.00

TOTAL \$ 0.00

CD - Bus License Certificate, 52660, 2021, C W MATTHEWS CONTRACTING CO

Elisa Wells

BUSINESS LICENSE DIVISION MANAGER

R.R

AUTHORIZED INITIALS

IMPORTANT NOTICE

1. Interest as provided by law will be imposed for failure to renew certificate prior to expiration date.
2. Please document to Cobb County Business License Office when business goes out of business.
3. Please provide written notification of any change in address or ownership change. A fee of \$10 will be charged to reprint certificate.
4. Please contact the business license office if you have not received a renewal notice two weeks prior to expiration of certificate.
5. Interest can not be waived despite failure to receive renewal notice. Contact the business license office for fee information.

PLACE ON DISPLAY

295799

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER : H913490
DATE INC/AUTH/FILED : 2/27/1946 12:00:00 AM
JURISDICTION : Georgia
PRINT DATE : 2/1/2013 11:27:43 AM

C. W. Matthews Contracting Co., Inc.
1600 Kenview Drive NW
Marietta, GA 30060

CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

C.W. MATTHEWS CONTRACTING CO. Inc.
A Domestic For-Profit Corporation

was formed in the jurisdiction stated above or was authorized to transact business in Georgia on the above date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



B. P. Kemp

Brian P. Kemp
Secretary of State

Tracking #: TFKk6Kpv



C. W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520
FAX (770) 422-1068

March 25, 2021

City of Stockbridge
Attention: Purchasing Division, Lindell Y. Miller
4640 North Henry Boulevard
Stockbridge, Georgia 30281

Re: ITB NO. 2021-0001
2021 LMIG Program for City of Stockbridge, Georgia

Dear Sir or Madam,

C. W. Matthews Contracting Co, Inc. (CWM) is a private closely held company and our policy is to not distribute our financial statements. However, the Georgia Department of Transportation reviews our financial statements as part of their prequalification process for the issuance of a Certificate of Qualification. Enclosed is a copy of our current Certificate of Qualification for your review, which shows a current maximum capacity rating for CWM of over \$2.8 billion.

In addition, if awarded, CWM will be providing a Payment and Performance Bond for this project, which will eliminate any financial risk to City of Stockbridge.

If you should have any further questions, please feel free to contact me at the phone number listed above.

With kindest regards, we are

Very truly yours,

C. W. MATTHEWS CONTRACTING CO., INC.

Benny M. Brown
Vice President – Accounting & Admin.
Assistant Corporate Secretary

BMB/bbn

Enclosure



STATUS OF CONTRACTS ON HAND FEBRUARY 28, 2021

Contractor: C. W. Matthews Contracting Co., Inc.

Give full information about all of your contracts, with all agencies,
public and private; whether in progress or awarded but not yet begun.
Attach additional sheets if required.

1		2	3	4	5	6
PROJECTS		TOTAL	SUBCONTRACTED	NET	PORTION OF NET	NET UNCOMPLETED
LOCATION AND DESCRIPTION		OBLIGATIONS	TO OTHERS (-)	OBLIGATIONS	COMPLETED (-)	WORK UNDER CONTRACT
CSSTP-0006-00(900/901), DOUGLAS		\$76,114,680.92	\$34,747,033.31	\$41,367,647.61	\$37,317,573.82	\$4,050,073.79
STP00-0001-00(817)CW GRANT PKWY		\$45,478,869.81	\$9,609,981.39	\$35,868,888.42	\$20,698,267.68	\$15,170,620.74
NHIMO-0016-01(092), WIDEN/RECONSTR I-16, BIBB		\$67,415,949.54	\$33,978,785.93	\$33,437,163.61	\$31,499,902.29	\$1,937,261.32
STP00-0004-00(915) SR140 OOTH CREEK (GPS), BARTOW/FLOYD		\$17,647,167.98	\$4,831,033.34	\$12,816,134.64	\$8,550,868.20	\$4,265,266.44
STP00-0164-01(029) SR54, CLAYTON/FAVETTE		\$43,511,192.94	\$12,230,703.13	\$31,280,489.81	\$18,177,627.92	\$13,102,861.89
STPIM-0180-01(006) RECONSTR SR 151 ALABAMA HWY, CATOOSA		\$35,444,031.70	\$7,454,956.55	\$27,989,075.15	\$22,870,065.91	\$5,119,009.24
CSSTP-0007-00(691) WIDEN/RECONSTR SR92, DOUGLAS/PAULDING		\$52,430,762.91	\$11,352,807.44	\$41,077,955.47	\$14,662,034.93	\$26,415,920.54
FC-10077 CITY OF ATL SPRING ST VIADUCT, FULTON		\$15,117,210.37	\$4,564,952.00	\$10,552,258.37	\$5,828,250.54	\$4,724,007.83
JEFFERSONVILLE RD #18-026, MACON-BIBB		\$17,328,494.09	\$6,454,761.03	\$10,873,733.06	\$5,933,034.65	\$4,940,698.41
0000297 WIDEN/RECONSTR US19/SR3, UPSON		\$15,482,948.09	\$3,983,719.84	\$11,499,228.25	\$4,494,524.23	\$7,004,704.02
ITB#18-149 REPLACE/WIDEN VALLEY HILL RD BRIDGE, CLAYTON		\$7,282,708.59	\$2,215,821.46	\$5,066,887.13	\$810,317.85	\$4,256,569.28
DB1801-IM/NH-75-1(131) I-75/I-24, HAMILTON CO TN		\$132,809,396.68	\$39,758,727.78	\$93,050,668.90	\$60,723,068.94	\$32,327,599.96
0006862,731865 SR92 RECONSTRUCTION, COBB		\$59,238,097.46	\$28,327,887.03	\$30,910,210.43	\$13,026,538.89	\$17,883,671.54
007174 CONSTRUCT 2 BRIDGES US41/PEACHTREE CRK, FULTON		\$19,951,299.84	\$11,254,422.59	\$8,696,877.25	\$8,339,946.84	\$356,930.41
N.PERIMETER/FERROVIAL RFP102 (BRIDGE 2,3,4,5), FULTON		\$4,554,845.03	\$513,703.37	\$4,041,141.66	\$1,194,371.57	\$2,846,770.09
BL016-19 HARBINS RD AT SR316, GWINNETT		\$30,153,077.59	\$9,198,997.16	\$20,954,080.43	\$10,442,716.52	\$10,511,363.91
X2116 OLD HWY 41 OVER CSX RR, COBB		\$6,059,032.44	\$1,613,556.02	\$4,445,476.42	\$3,629,767.35	\$815,709.07
FC-1190065 CITY OF ATLANTA RESURFACE GROUP B, FULTON		\$19,332,420.23	\$2,542,928.90	\$16,789,491.33	\$16,543,214.69	\$246,276.64
WIDEN & RECONSTRUCT SR382, GILMER		\$8,265,435.92	\$2,125,215.63	\$6,140,220.29	\$2,792,473.05	\$3,347,747.24
0012700 / NHIMO-0016-01(104) BIBB (GA ASPH)		\$5,104,857.06	\$0.00	\$5,104,857.06	\$2,025,274.78	\$3,079,582.28
0011685 HOUSTON (GA ASPH)		\$356,326.89	\$0.00	\$356,326.89	\$299,618.06	\$56,708.83
X2409 I-20 EASTBOUND RAMP @ RIVERSIDE PKWY, COBB		\$2,652,486.75	\$1,140,406.38	\$1,512,080.37	\$1,474,135.07	\$37,945.30
PI 0012621 MAXHAM ROAD IMPROVEMENTS, DOUGLAS		\$3,031,101.61	\$1,118,633.38	\$1,912,468.23	\$439,858.36	\$1,472,609.87
PI 0012698 GRAVEL SPGS SND BARRIER, GWINNETT (Sub to ERS)		\$2,919,895.98	\$327,469.47	\$2,592,426.51	\$2,367,249.80	\$225,176.71
0009861 US41 OVER ROCKY CRK PAVING, BIBB (Sub-Brasfield)		\$2,235,339.01	\$0.00	\$2,235,339.01	\$670,048.39	\$1,565,290.62
PI 0012757&0012758 I-16 RECON/WIDEN, CHATHAM (SUB TO SMC)		\$22,810,962.86	\$0.00	\$22,810,962.86	\$1,007,854.06	\$21,803,108.80
PI 722030 TARA BLVD US19/41/SR3, CLAYTON		\$23,702,113.68	\$5,970,227.28	\$17,731,886.40	\$3,570,143.27	\$14,161,743.13
X2309 X2704 E7350 MCCOLLUM PKWY, COBB		\$4,870,726.62	\$1,774,733.53	\$3,095,993.09	\$1,138,070.37	\$1,957,922.72
M005340 SR 109 RESURF/SHOULDER REHAB, LAMAR/PIKE		\$1,568,385.00	\$141,522.00	\$1,426,863.00	\$1,272,569.79	\$154,293.21
#19-134 FDR & RESURF FOREST PKWY, CLAYTON		\$32,678.50	\$0.00	\$32,678.50	\$15,274.17	\$17,404.33
M005904 SR3 RESURF, PIKE/SPALDING/UPSON		\$35,869.59	\$0.00	\$35,869.59	\$30,227.48	\$5,642.11
M005806 SR10 TO PONCE, FULTON		\$9,758.04	\$0.00	\$9,758.04	\$0.00	\$9,758.04
M005813 SR 280 MLK TO COBB CO LINE, FULTON		\$153,731.95	\$0.00	\$153,731.95	\$16,423.63	\$137,308.32
0009164 SR 20 WIDENING AND RECONSTRUCTION, CHEROKEE		\$28,169,034.50	\$12,508,149.87	\$15,660,884.63	\$4,283,409.22	\$11,377,475.41

1	2	3	4	5	6
PROJECTS	TOTAL	SUBCONTRACTED	NET	PORTION OF NET	NET UNCOMPLETED
LOCATION AND DESCRIPTION	OBLIGATIONS	TO OTHERS (-)	OBLIGATIONS	COMPLETED (-)	WORK UNDER CONTRACT
M005968 SR400 RESURFACING, FULTON	\$9,047,583.03	\$1,070,447.50	\$7,977,135.53	\$5,823,464.60	\$2,153,670.93
RUNWAY 12/30 THOMASTON UPSON CO AIRPORT, UPSON	\$1,964,360.00	\$332,490.59	\$1,631,869.41	\$0.00	\$1,631,869.41
2581 - 0016058 ITB #1781-B FY2019 RESURFACING, FAYETTE	\$3,079,706.48	\$360,086.26	\$2,719,620.22	\$2,523,261.27	\$196,358.95
0008314 SR136 CONN AND EXT TO SR515, PICKENS	\$13,555,324.16	\$4,597,296.66	\$8,958,027.50	\$861,665.60	\$8,096,361.90
SR 120 ALT BEGN AT SR 120 TO US 41 COBB PKWY, COBB	\$63,009.75	\$0.00	\$63,009.75	\$57,114.09	\$5,895.66
2589 - TROUP COUNTY RESURFACING, TROUP, 2020 5 YEAR CONTRACT	\$1,346,021.18	\$67,593.26	\$1,278,427.92	\$1,271,793.79	\$6,634.13
0013545 DB I-85 WIDENING PH 2, JACKSON	\$94,569,146.00	\$27,860,018.75	\$66,709,127.25	\$1,963,040.29	\$64,746,086.96
2596 - HOUSTON COUNTY LMIG CONTRACTS - CITY OF PERRY	\$26,856.42	\$0.00	\$26,856.42	\$0.00	\$26,856.42
M005103 SR 14 RESURFACING, HARRIS/TROUP	\$3,166,591.52	\$405,546.15	\$2,761,045.37	\$2,488,841.80	\$272,203.57
M005300 SR224 RESURF & SHLDR REHAB, HOUSTON/MACON	\$216,039.96	\$36,943.51	\$179,096.45	\$177,895.81	\$1,200.64
2604- 0012604 I-185/SR411 DDI BUENA VISTA RD, MUSCOGEE	\$25,629,825.45	\$8,157,854.19	\$17,471,971.26	\$251,199.60	\$17,220,771.66
009679 SPOUT SPRINGS ROAD, HALL (Sub to GP's)	\$7,600,005.27	\$0.00	\$7,600,005.27	\$1,533,438.94	\$6,066,566.33
GPA TERMINAL CONTAINERIZATION (Sub to Baker Const)	\$3,900,036.75	\$1,500.00	\$3,898,536.75	\$3,594,426.32	\$304,110.43
2612 - 621410 OLD ALABAMA RD WIDEN AND RECONSTR, BARTOW	\$71,859,321.92	\$17,569,831.77	\$54,289,490.15	\$9,334,899.48	\$44,954,590.67
M006040 US19/SR3 (HWY 41) MILL INLAY RESURF, CLAYTON	\$5,737,594.70	\$1,188,498.00	\$4,549,096.70	\$0.00	\$4,549,096.70
2614 - M006041 US19/SR3 (HWY 41) MILL INLAY RESURF, COBB	\$6,560,963.44	\$853,730.92	\$5,707,232.52	\$762,085.98	\$4,945,146.54
M006043 SR166 MILL & RESURF, DOUGLAS	\$8,042.62	\$0.00	\$8,042.62	\$466.00	\$7,576.62
2618 - #20-48 WIDEN WEST VILLAGE PKWY/PANOLA RD, HENRY	\$6,490,327.67	\$1,339,024.95	\$5,151,302.72	\$789,220.17	\$4,362,082.55
2622 - M005839 SR184 AT SR17 TO SC LINE, STEPHENS	\$1,417,380.99	\$184,030.57	\$1,233,350.42	\$0.00	\$1,233,350.42
M005871 I-75/SR401 RESURFACING, MONROE	\$10,820,065.45	\$830,485.05	\$9,989,580.40	\$1,672,855.77	\$8,316,724.63
#20ITB125848K-DB ROAD RESURF, FULTON	\$4,385,934.13	\$243,662.50	\$4,142,271.63	\$569,320.89	\$3,572,950.74
2626 - CARTERSVILLE-BARTOW AIRPORT RNMWY REHAB & EMAS, BARTOW	\$7,619,828.60	\$836,153.00	\$6,783,675.60	\$0.00	\$6,783,675.60
M006003 M006004 SR 113 SR274 CARROLL/HARALSON	\$2,772,836.08	\$270,441.83	\$2,502,394.25	\$95,840.26	\$2,406,553.99
0016885 VARIOUS COUNTY ROADS, HEARD	\$319,055.16	\$60,121.21	\$258,933.95	\$0.00	\$258,933.95
2630 - 2020 RESURF & STRIPING, UPSON	\$5,687,951.20	\$924,153.67	\$4,763,797.53	\$878,092.21	\$3,885,705.32
M006007 US 27 SR1, CHATOOGA/FLOYD	\$3,380,346.93	\$334,246.00	\$3,046,100.93	\$0.00	\$3,046,100.93
2635- M006001 SR 60 SPUR, FANNIN	\$1,382,757.00	\$122,092.40	\$1,260,664.60	\$0.00	\$1,260,664.60
2636- M005988 SR 14, FULTON	\$3,388,023.36	\$487,724.60	\$2,900,298.76	\$0.00	\$2,900,298.76
M005906 SR 247, HOUSTON	\$5,505,959.08	\$750,977.50	\$4,754,981.58	\$0.00	\$4,754,981.58
2638 - M005998 SR 515, PICKENS	\$1,604,613.34	\$137,142.38	\$1,467,470.96	\$0.00	\$1,467,470.96
M005880 SR 15, RABUN	\$9,244,549.52	\$998,448.85	\$8,246,100.67	\$1,183,461.12	\$7,062,639.55
2640 - M00600 SR 52, GILMER	\$4,326,563.70	\$655,772.30	\$3,670,791.40	\$0.00	\$3,670,791.40
2642 - RFP 220-928 SR 59 ROUNDABOUT, BANKS (Inside ROW)	\$1,122,226.54	\$183,640.59	\$938,585.95	\$261,594.68	\$676,991.27
2021 Paving Rebid, Macon/Bibb	\$2,836,601.57	\$58,191.00	\$2,778,410.57	\$0.00	\$2,778,410.57
2644- M005992 SR13, DEKALB	\$2,095,907.73	\$454,113.00	\$1,641,794.73	\$0.00	\$1,641,794.73
2645 2021 LMIG STREET IMP, CRAWFORD	\$505,676.57	\$20,800.00	\$484,876.57	\$371,911.69	\$112,964.88
2646 - RFP 220-928 SR 59 ROUNDABOUT, BANKS (Sub-Outside ROW)	\$365,752.75	\$44,999.23	\$320,753.52	\$34,360.04	\$286,393.48
2647 ITB#20-324-J ROSWELL HOLCOMB BRIDGE RD IMP, FULTON	\$5,760,889.00	\$2,561,190.19	\$3,199,698.81	\$0.00	\$3,199,698.81
GDOT PVMT PRESERVATION VAR ROUTES, HENRY/SPALDING	\$504,267.62	\$203,637.20	\$300,630.42	\$0.00	\$300,630.42
2649 - M005993 Resurfacing US 19/SR 3, Clayton	\$2,066,952.75	\$185,187.42	\$1,871,765.33	\$0.00	\$1,871,765.33
2650 - 0007526 SR 400 Widen & Int Imp McGinnis Ferry/Forsyth	\$44,068,410.90	\$15,923,739.48	\$28,144,671.42	\$0.00	\$28,144,671.42
GDOT PVMT PRESERVATION SR60, FANNIN	\$559,749.71	\$96,213.70	\$463,536.01	\$0.00	\$463,536.01
2652 - RUCKER ROAD LANDSCAPING ADD-ON, FULTON	\$701,395.99	\$530,955.00	\$170,440.99	\$0.00	\$170,440.99
2653 - M006009 US27/SR1 & NORTH OF SR 20, FLOYD	\$1,687,016.48	\$194,578.40	\$1,492,438.08	\$0.00	\$1,492,438.08
2655- M005989 SR 92 BEG. @ GREENE ST, FULTON	\$2,853,577.44	\$373,375.00	\$2,480,202.44	\$0.00	\$2,480,202.44

C. W. MATTHEWS CONTRACTING CO., INC.
BONDING CAPACITY STATEMENT
December 31, 2020

C. W. Matthews Contracting Co., Inc. has never been refused a bond. The Company has bonded single jobs up to \$160,000,000 and has had bonded work under contract at one time in excess of \$750,000,000.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 7, 2020

CERTIFICATE OF QUALIFICATION
Vendor ID: 2MA850

C. W. Matthews Contracting Company, Inc.
1600 Kenview Drive
Marietta, GA 30060

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$2,885,900,000

CERTIFICATE EXPIRES: June 30, 2022

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 149, 150, 163, 167, 201, 205, 208, 209, 310, 432, 439,
441, 452, 461, 500, 500A, 501, 507, 511, 513, 520, 524,
525, 550, 603A, 615, 622, 624, 626, 668

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.



Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB

C.W. Matthews Contracting Co., Inc.

Schedule of Bank References

Name of Bank

Name & Address of Officer

JPMorgan Chase Bank, N.A.

Jeffrey B. McCoy, Executive Director
Middle Market Banking
3475 Piedmont Road NE, 18th Floor
Atlanta, Georgia 30305-2954
404-926-2700
404-926-2579 (Fax)
Jeffrey.b.mccoy@chase.com

C.W. Matthews Contracting Co., Inc. - Asphalt Plants

Updated: 12/14/2020

		Lee Moore - FOB Sales 404-285-8190	Shannon Wehunt - FOB Sales 404-434-6045	Lee Smith - Vice President - 404-218-2830			
Plant No.	Location	Mailing Address	Plant Phone	Plant Foreman	Foreman Cell	General Supt.	General Supt Cell
3	Kennesaw	850 Duncan Road, NW Kennesaw, GA 30144	770-428-8045	BUTCH BERRY	470-328-1016	Greg Taylor	770-597-8523
4	Griffin	195 Moreland Rd. Griffin, GA 30224	770-228-5795	JOSH DUCHESNEAU	770-596-9484	Danny Jackson	678-227-3818
5	Big Creek	3561 Peachtree Pkwy Suwanee, GA 30024	770-887-8509	DAVID TAYLOR	678-294-6399	Will Wetherbee	770-656-6888
6	Bartow	5840-A Highway 20, SE Cartersville, GA 30120	770-607-1827	JASON EVANS	770-608-0253	Greg Taylor	770-597-8523
9	Cumming	1475 Ronald Reagan Blvd. Cumming, GA 30140	770-887-6924	MARK CARDEN	770-656-5386	Will Wetherbee	770-656-6888
11	Dahlonega	1149 Red Oak Flats Rd. Dahlonega, GA 30533	706-867-8780	GREG TAYLOR	770-597-8523	Greg Taylor	770-597-8523
12	Douglasville	2586 Cochran Ind. Blvd. Douglasville, GA 30134	770-949-4674	CHAD VASSER	770-298-2983	Danny Calaway	404-444-3803
14	Bolton	5170 South Atlanta Rd. Smyrna, GA 30080	404-355-8344	BILL MILLER	770-656-7329	Danny Calaway	404-444-3803
15	Blairsville	1208 Rock Rd. Blairsville, GA 30512	706-745-9436	DAVID EMIG	770-335-0049	Greg Taylor	770-597-8523
16	Villa Rica	25 Old Rock Quarry Rd. Villa Rica, GA 30180	770-459-4104	DANIEL McGHEE	770-656-7313	Danny Calaway	404-444-3803
17	Ellijay	16678 GA- 515 GA 30536 Ellijay,	706-276-4931	NEIL YOUNG	770-364-2249	Greg Taylor	770-597-8523
22	Toccoa	2600 Rock Quarry Circle Toccoa, GA 30577	706-282-0041	KEITH MANEY	770-881-6474	Will Wetherbee	770-656-6888
24	Rockmart	1851 Rome Highway Rockmart, GA 30153	770-684-8833	JOHN MASON	770-656-6770	Greg Taylor	770-597-8523
26	Dalton	570 Cherokee Estate Rd, NE Dalton, GA 30721	706-259-4988	RONALD DRAKE	770-656-5590	Greg Taylor	770-597-8523
27	Ball Ground	950 Old Nelson Rd. Ball Ground, GA 30151	770-735-4154	NEIL YOUNG	770-364-2249	Greg Taylor	770-597-8523
42	Bolingbroke	4957 Highway 41 South Bolingbroke, GA 31004	478-994-3549	JOHN MARTIN	770-289-8783	Danny Jackson	678-227-3818
43	Columbus	2930 Smith Rd. Fortson, GA 31808	706-256-2291	LARRY WILSON	770-881-6578	Danny Jackson	678-227-3818
44	Savannah	226 Dean Forest Road Garden City, GA 31408	912-231-3177	BLAKE NASH	678-294-8388	Danny Jackson	678-227-3818
48	Macon	7547 Georgia Highway 87 Juliette, GA 31046	478-394-8890	DAN CURRY	678-983-2321	Danny Jackson	678-227-3818
52	Candler	2955 Candler Highway Gainesville, GA 30507	770-536-5178	BRIAN MULLINS	770-656-7330	Will Wetherbee	770-656-6888
53	Athens	1675 Winterville Rd. Athens, GA 30605	706-546-1727	TIM THOMAS	404-732-5964	Will Wetherbee	770-656-6888
56	Forest Park	297 Lee's Mill Rd. Forest Park, GA 30297	404-766-8564	TONY TITMAN	770-289-8038	Danny Calaway	404-444-3803
59	LaGrange	628 Vulcan Materials Rd. LaGrange, GA 30241	706-883-6673	ANTONIO ALEXANDER	470-298-1993	Danny Jackson	678-227-3818
60	Norcross	1411 Hill Crest Rd. Norcross, GA 30093	770-279-1356	OMAR HERRERA	678-772-2822	Will Wetherbee	770-656-6888
62	Paulding	3513 Mulberry Rock Rd. Dallas, GA 30132	678-363-6067	STEVEN WEEKS	678-294-9990	Danny Calaway	404-444-3803
63	Stockbridge	124 Rock Quarry Rd. Stockbridge, GA 30281	770-474-8786	ALEX GARCIA	770-235-0926	Danny Jackson	678-227-3818
64	Tyrone	218 B Rockwood Rd. Tyrone, GA 30290	770-487-6201	ARTHUR THORPE	770-356-4459	Danny Calaway	404-444-3803

Terminals

 Chattanooga 817 Pineville Rd Chattanooga, TN
 Rockmart 901 Marquette Rd Rockmart, GA

Fleet Review



2020

- Vehicles: 766
- Equipment: 788

2021

- Vehicles: 770
- Equipment: 757

Vehicle Fleet



Description	2020	2021
PICK-UP TRUCKS	413	412
FLAT BEDS	110	114
UTILITY FLAT BED	25	25
ALL TERRAINS	21	18
UTILITY TRAILERS	58	57
BUS	39	41
LOW BOY TRAILERS	23	23
DUMP TRAILERS	5	5
MECHANIC TRUCKS	25	28
TRACTOR TRAILERS	22	24
SERVICE TRUCKS	18	16
WELD TRUCKS	4	4
STEAM CLEANING TRUCKS	3	3
GRAND TOTAL	766	770

Construction Fleet



Description	2020	2021
DRILL RIG	1	1
WATER TANK	1	1
WATER TRUCK	39	38
DISTRIBUTOR	23	23
ARTICULATED WATER TRUCK	1	1
ARTICULATED TRUCK	5	6
BIN TRUCK	8	8
BOOM TRUCK	1	1
SKID STEER	74	77
FORKLIFT	7	7
ELEVATING FLATBED	1	1
MANLIFT	13	14
EXCAVATOR	81	74
EXCAVATOR – DEMOLITION	8	9
EXCAVATOR – LODRILL	2	2
RUBBER TIRE BACKHOE LOADER	21	20

Construction Fleet



Description	2020	2021
TRACTOR	6	4
CRANE	26	27
SPREADER BOX	8	10
DOZER	66	64
LOADER – SMALL RUBBER TIRE	38	39
PLANT LOADER	33	30
MOTOR GRADER	30	28
SCRAPER	2	2
ASPHALT WIDENING SPREADER	2	2
ASPHALT SPREADER	25	25
MATERIAL TRANSFER DEVICE	20	19
WIDENING SPREADER	2	1
CURB MACHINE	2	2

Construction Fleet



Description	2020	2021
SOIL ROLLER / COMPACTOR	64	59
ASPHALT ROLLER	80	69
BROOM	70	65
PICK-UP BROOM	4	4
MILLING MACHINE	20	21
CONCRETE PAVER	1	1
CONCRETE PLACER	1	1
SOIL MIXER	1	1
TOTAL	788	757

C. W. MATTHEWS CONTRACTING CO., INC.
SCHEDULE OF PRINCIPAL INDIVIDUALS
December 31, 2020

<u>Individual's Name</u>	<u>Present Position Or Office</u>	<u>Years of Construct Hire Experien</u>	<u>Date</u>	<u>Years With CWM</u>	<u>Magnitude and Type of Work</u>	<u>In What Capacity</u>
Robert E. Matthews	Chairman of Board	57	1965	55	Executive	Management
Daniel P. Garcia	President	25	2013	8	Executive	Management
Charles E. Matthews	Executive Vice President	34	1988	32	Executive	Management
Michael D. Bell	Executive Vice President Secretary/Treasurer	25	1995	25	Executive	Management
Jeff C. Shropshire	Senior Vice President	32	1990	30	Major Projects	Field Management
William G. White	Senior Vice President	32	1988	32	Asphalt Construction	Field Management
Frank P. Crumbley	Senior Vice President	37	1996	24	Roadway Construction	Field Management
Mike L. Kleuckling	Vice President	38	1996	24	Estimating	Management
Roy H. Jump, Jr.	Vice President	50	1970	50	Major Projects	Field Management
Lee T. Smith, Jr.	Vice President	20	2000	20	Asphalt Plants	Field Management
Benny M. Brown, Jr.	Vice President Assistant Secretary	17	2003	17	General & Administration	Management
John M. Faress	Vice President	27	2009	11	Equipment	Field Management
Adam M. Grist	Vice President	21	2005	15	Structures Division	Field Management
Robert W. Thompson, Jr.	Division Vice President	42	2004	16	Estimating & Design/Build	Management
Jeff T. Roginsky	Division Vice President	38	1995	25	Information Technology	Management
Ray A. Rodriguez	Division Vice President	28	1995	25	Human Resources	Management
Sheldon K. Fram	Corporate Counsel	23	2006	14	Risk Management	Management

Our History

A History of Innovation



From the humble beginning of one tractor and two dump trucks, C.W. Matthews and two local businessmen formed a company in 1946 after he returned from the World War II Pacific Theater. Their goal was to provide grading services for farm ponds. In 1954 Mr. Matthews formed C.W. Matthews Contracting Co., Inc. and three years later made the pivotal decision to enter the plant-mixed asphalt business.

The next decade was busy with defense work for the Armed Forces, concentrating on reconstruction of runways and taxiways at military bases throughout the Southeast.

In 1967 the founder's oldest son, Bob, graduated from the University of Georgia Law School. Following military service and a tour in Vietnam, he returned to work in the family business as president and established branch offices in North Carolina and Florida. The next expansion was the acquisition of a bridge and culvert company and a sizeable grading contractor, transforming C.W. Matthews Contracting Co. into a multi-faceted general contractor in highway and heavy construction. Bolstering its position as one of the leading producers of plant-mixed asphalt, the Company began acquiring single plant operators in addition to erecting new asphalt plants at strategic locations around metropolitan Atlanta and north Georgia.

A few years later, in a position to accept more challenges, C.W. Matthews Contracting Co. devoted assets, management capabilities, and skilled workers to the daunting task of improving Atlanta's Hartsfield International Airport through the Midfield Terminal Expansion Program. Additionally, the MARTA rail system and the \$1 billion expansion of Atlanta's freeway system provided opportunities for growth and expansion. C.W. Matthews Contracting Co. continued its substantial market presence in the private sector through providing stone base and asphalt paving for the residential and commercial projects resulting from Atlanta's explosive population growth. In the 1990's the Company aided in the construction effort of readying Atlanta for the 1996 Olympic Games through the addition of high occupancy vehicle lanes on I-75, constructed at night in order to maintain traffic flow during daylight hours.

The dawn of the 21st century provided opportunities in the brown field rehabilitation of the old Atlantic Steel plant site in downtown Atlanta. Today the Atlantic Station development and the adjoining 17th Street bridge are a testimony to the Company's dedication to quality, safety, and expedited project delivery.

Beginning in 2002, C.W. Matthews Contracting Co. served as the managing partner of a three-company consortium for the construction of the 5th Runway at Hartsfield-Jackson Atlanta International Airport, the largest public works project to date undertaken in the State of Georgia.

A thirty-eight year veteran of CWM, Bill Hammack has served in numerous capacities during his career including the company's Chief Operating Officer for the previous fifteen years prior to assuming the role as president in July of 2005.

In September 2006, CWM purchased the assets from Oldcastle of the Georgia and MacDougald Divisions of APAC-Southeast, Inc., which was the largest asphalt and roadway contractor in Georgia. This acquisition doubled the size of CWM and greatly expanded the territory in which we supply product and services.

In early 2009, CWM began operating a new liquid asphalt storage facility which it constructed in Rockmart, Georgia. The facility is for internal use and has a capacity of 391,000 barrels in 11 tanks. The facility also has a plant that can produce 30 tons per hour of Polymer Modified Asphalt (PG Grade 76-22). The truck loading facilities are state of the art with computer automated self-loading capabilities. The control building for the facility contains a complete physical properties laboratory for quality control testing.

In 2012, CWM was proud to have been a part of constructing the International Terminal Roadways complex, ahead of schedule and within budget.

At the end of 2014, Bill Hammack, CWM's President and Chief Operating Officer, retired after a career of over 43 years with the company. During his tenure, he helped guide and facilitate changes within the Company to maintain its position as an industry leader.

Maintaining the family tradition, both Bob Matthews' son, Charles Matthews, and his son-in-law, Matt Burton, are actively involved in the management of the Company. Day-to-day operations and administration are handled by Daniel Garcia, appointed president of C. W. Matthews Contracting in 2015, and Michael Bell, as president of Matsco, Incorporated.

Ethics, honor, quality, and commitment to excellence continue to be a Matthews' tradition as the Company moves forward into the 21st century.

Timeline

1946

C.W. Matthews returns from WWII and starts pond grading business

1954

Company becomes C.W. Matthews

1957

Enters asphalt manufacturing

1967

Son Bob Matthews joins as President

North Carolina and Florida office established

Enters asphalt and heavy construction

Midfield terminal expansion at Hartsfield International Airport

MARTA rail system work

1988

Grandson Charles Matthews joins the company

\$1 billion expansion of Atlanta's freeway system

Strategic acquisition and construction of additional plants

1990s

Helped prepare Atlanta for the Olympic Games

2000

Site remediation for Atlantic Station

17th Street Bridge

2001

GDOT called on CWM for emergency repairs to restore bridge at I-285 over 400 that shut down both corridors

2002

5th runway at Hartsfield International Airport

2005

After a distinguishing career, Bill Hammack, the Chief Operating Officer becomes President
Began major GDOT work under governor's Fast Forward Program

2006

Formal launch of internal mentoring program
Purchased Georgia operations of APAC-Southeast

2008

Began construction of Liquid Asphalt Terminal in Rockmart GA

2009

Operating CWM Rockmart Terminal

2012

Completed International Terminal Roadway complex.

2014

Bill Hammack, CWM's President and Chief Operating Officer, retired
after a career of over 43 years with the company.

2015

Daniel Garcia appointed president CWM, and Michael Bell appointed president of Matsco Inc.
Charles Matthews and Matt Burton are appointed to the Executive Operating Committee.

2016

Celebrating 70 Years of Service

2017

Bob Matthews receives Lifetime Achievement Award from Georgia Highway Contractors
Association. Emergency I-85 Bridge Collapse-Repair. Frontline Leadership Academy started.

2018

Bill Hammack receives Lifetime Achievement Award from Georgia Highway Contractors
Association. Michael Bell begins 2 year term as President of Georgia Highway Contractors
Association.

2019

Purchase of Georgia Asphalt in Macon, Georgia. Constructed Asphalt Plant in Savannah,
Georgia

74 Years of Service
(1946 - 2021)

C.W. Matthews Contracting Company, Inc.

1600 Kenview Drive
Marietta, GA 30060

President's Statement

As you can see, big things are happening at CWM.

Our company has a rich, 75-year heritage. But even more exciting than where we've been, is where we're headed.

With Bill Hammack's retirement I am only the 4th President in the Company's history. The leadership team that has been assembled is made up of myself, Michael D. Bell and two Matthews' family representatives Charles E. Matthews and Matt D. Burton. Working together our leadership team will insure that CWM maintains its position as the leader in our industry. Building on our core competency of superior riding asphalt at a competitive price, we're meeting exciting new challenges head-on.

Quality asphalt production and placement along with major highway construction remain the heart of our endeavors. Today's economic climate tests our cost controls, management and operations expertise daily.

Our Company is considered a leader in the Design Build arena. From concept to completion, we have completed numerous projects which includes 14th Street Bridge, Panola Road, Edgewood Avenue Bridge Replacement, Atlanta Streetcar, and are currently working on the South Managed Lane Project.

Projects like Atlantic Station, the 5th Runway Embankment Project, 17th Street Bridge, International Terminal, and most recently the I-85 Bridge Repair continue stretching the limits, challenging our brightest and best. These demanding jobs keep expanding our creativity, engineering skills and technical expertise. So whether it's designing and creating a system to move and place soil embankment at a record pace, or remediating a century-old manufacturing site like Atlantic Steel, our team gets the job done right when others might not even try.

That's what makes working with CWM challenging and rewarding – for every project, every career. No job is too difficult; no challenge is too great.

We have a tradition of nurturing leadership. In fact, almost all of our top management have come up through the ranks. We're a dynamic company of energetic men and women (1,200+ active employees), who are truly helping shape the future of transportation.

We're proud of our company, our work product, and our tradition of building roads and building futures. We invite you to contact us today.

Dan Garcia
President

75 Years of Service
(1946-2021)



C. W. MATTHEWS CONTRACTING CO., INC.

DRAWER 970

MARIETTA, GEORGIA 30061

TELEPHONE (770) 422-7520

CERTIFICATE OF SELF-INSURANCE

This is to certify that C. W. Matthews Contracting Co., Inc. has qualified as required by law, as a self-insurer with the appropriate agencies within the State of Georgia, and provides coverages under its program of self-insurance as follows:

TYPE OF INSURANCE	DESCRIPTION	EXPIRATION DATE	LIMITS OF LIABILITY		
				EACH OCCURENCE	AGGREGATE
GENERAL LIABILITY Comprehensive Coverage Explosion and Collapse Hazard Underground Hazard Contractual Coverage Independent Contractors Personal Injury Products/Completed Operations Hazard	Self-Insured (C. W. Matthews Contracting Co., Inc. has set aside funds to provide the following Limits of Liability)	12-31-21	Bodily Injury and Property Damage Combined	\$3,000,000	\$6,000,000
AUTOMOBILE LIABILITY Comprehensive Coverage Owned & Non-Owned Vehicles	Self-Insurance Certificate No. SI-52729014 issued by Georgia Department of Insurance	12-31-21	Bodily Injury and Property Damage Combined	\$3,000,000	
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	Qualified Self-Insurer with Georgia State Board of Workers' Compensation by proof of ability to pay compensation direct	Continuous Renewal 01-01-21 to 12-31-21	Workers' Compensation – Statutory		
			Employers' Liability - \$1,000,000 Each Accident		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:

City of Stockbridge – 2021 LMIG Program; ITB No: 2021-0001. City of Stockbridge and all applicable Authorities are named as Additional Insureds regarding Auto Liability and General Liability coverages with respect to the above listed Project. Waiver of Subrogation applies to Auto Liability, General Liability and Workers' Compensation coverage. Coverage is primary.

CHANGES: Should any of the above described coverages be changed before the expiration date thereof, C. W. Matthews Contracting Co., Inc. will endeavor to mail thirty (30) days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Stockbridge
Attn: Purchasing Div.-Lindell Y. Miller
4640 North Henry Boulevard
Stockbridge, GA 30281

DATE ISSUED: March 17, 2021

BY: 

SHELDON FRAM
DIRECTOR OF RISK MANAGEMENT
C. W. MATTHEWS CONTRACTING CO., INC.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2021

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 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 HUB International Mid-South 3011 Armory Drive Suite 250 Suite 250 Nashville, TN 37204		CONTACT NAME: Jodi Randolph, CRM, CIC, CISR PHONE (A/C, No, Ext): 615-687-2853 FAX (A/C, No): 615-687-2854 E-MAIL ADDRESS: jodi.randolph@hubinternational.com															
INSURED C. W. Matthews Contracting Co., Inc. P O Drawer 970 Marietta, GA 30061		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER B : Midwest Employers Casualty Company</td> <td>23612</td> </tr> <tr> <td>INSURER C : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Company	16691	INSURER B : Midwest Employers Casualty Company	23612	INSURER C : Hartford Fire Insurance Company	19682	INSURER D :		INSURER E :		INSURER F :	
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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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ OWNED PPTs ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ☒ & Light Trks		20 UEA IB6937	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0		TUE 9824658 16	03/31/2020	03/31/2021	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EWC 006277	03/31/2020	03/31/2021	☒ PER STATUTE ☐ OTHER 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)

Project: City of Stockbridge 2021 LMIG Program; ITB No: 2021-0001

City of Stockbridge and all applicable Authorities are listed as Additional Insureds, on a Primary basis, with regard to C. W. Matthews Contracting Co., Inc.'s General Liability and Automobile Liability Self Insurance program and the policies referenced in this Certificate, as respects work performed under (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Stockbridge
 Attn: Purchasing Div.-Lindell Y. Miller
 4640 North Henry Boulevard
 Stockbridge, GA 30281

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

Daniel D. Hite

DESCRIPTIONS (Continued from Page 1)

contract for the above-referenced project. A Waiver of Subrogation, in favor of the Additional Insured parties applies to all coverages.

Excess Liability evidenced in this Certificate is follow-form over the Insured's Self Insurance program and the policies referenced in this Certificate, as outlined on the following page.

DESCRIPTIONS (Continued from Page 1)

Subject to the terms, conditions, exclusions and definitions of the above-referenced policies, as issued by the carrier(s).

Excess Policies:

Company A - Excess Liability limits are in excess of \$3,000,000 Self-Insured Retention for General Liability and Automobile Liability (please refer to the Self-Insured Certificate of Insurance, issued by C. W. Matthews Contracting Co., Inc.) and the \$3,000,000 Primary Automobile Liability Policy (Company C in this Certificate) for Owned Private Passenger Vehicles and Light Trucks (Defined as Under 10,001 lbs GVW).

Company B - Excess Workers Compensation and Employers Liability limits are in excess of \$850,000 Self Insured Retention (C. W. Matthews Contracting Co., Inc. is a qualified self-insurer with the Georgia State Board of Workers Compensation).

A. M. Best's Ratings:

Company A - Great American Insurance Company: A+ XV

Company B - Midwest Employers Casualty Company: A+ XV

Company C - Hartford Fire Insurance Company: A+ XV

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SECTION VI

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 that is contracting with the City of Stockbridge, Georgia, 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 Stockbridge, Georgia, contractor will secure from each 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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to City of Stockbridge, Georgia at the time the subcontractor(s) is retained to perform such service.

32751

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

(Contractor Name) (C. W. MATTHEWS CONTRACTING CO., INC.)

March 25, 2021

Date

Vice President

Title of Authorized Officer of Contractor

Michael Kleuckling

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 25th DAY OF March, 20 21

Notary Public I Brenda B. Nation

My Commission Expires: July 22, 2024

*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VII

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with C. W. MATTHEWS CONTRACTING CO., INC. (name of contractor) on behalf of City of Stockbridge, Georgia, has registered with and is participating in a federal work authorization program* [or 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.

182908

EEV/Basic Pilot Program* User Identification Number

KIM B COLEMAN

BY: Authorized Officer or Agent

(Subcontractor Name) Highway Services, Inc.

3/22/2021

Date

PRESIDENT

Title of Authorized Officer or Agent of Subcontractor

KIM B COLEMAN

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS

THE 22 DAY OF MARCH, 2021Chandra L. Ramey Graham

Notary Public

My Commission Expires: _____



*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VII

SUBCONTRACTOR AFFIDAVIT

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124398

EEV/Basic Pilot Program* User Identification Number

Marc D Johnston
BY: Authorized Officer or Agent
(NOVA Engineering and Environmental, LLC)

03-24-2021

Date

Principal

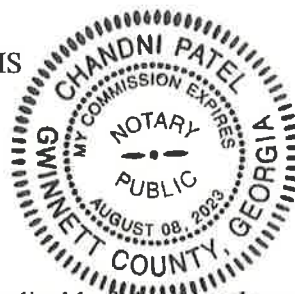
Title of Authorized Officer or Agent of Subcontractor

Marc D. Johnston, P.E.

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 24 DAY OF March, 2021

Chandni Patel
Notary Public
My Commission Expires: August 08, 2023



*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VIII

FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Stockbridge, Georgia (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Construction Drawings & Specifications.

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of Stockbridge, Georgia’s “2021 LMIG Program” project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge’s “2021 LMIG Program - ITB# 2021-0001” project.

ARTICLE 3 – ENGINEER (OWNER’S REPRESENTATIVE)

- 3.01 The Project has been designed by **Falcon Design Consultants, LLC (Engineer)**, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within **75** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph

SECTION VIII

14.07 of the General Conditions within **90** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
- A. For all Work at the Unit Price Base Bid of: _____ **DOLLARS (\$0.00)**
- B. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of PAYMENTS*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

SECTION VIII

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site;

SECTION VIII

information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. Payment Bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions
 - 6. Technical Specifications.
 - 7. Drawings (Location Maps)
 - 8. Addenda.
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.

SECTION VIII

- b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Certificate of Insurance.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract 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.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part

SECTION VIII

thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

1. *Indemnification:* The CONTRACTOR shall indemnify and hold harmless the OWNER and Consulting ENGINEER (also known as Falcon Design Consultants, LLC) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. 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 Clause. In any and all claims against the OWNER or the Consulting ENGINEER (Falcon Design Consultants, LLC) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not

SECTION VIII

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 workman's compensation acts, disability benefit acts or other employee benefit acts.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Stockbridge, Georgia

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

4640 North Henry Boulevard

Stockbridge, GA 30281

Phone: (770) 389-7900

Phone: _____

GDOT Prequalification Certificate No:

(Where applicable)

Agent for service of process:

SECTION IX

NOTICE TO PROCEED



Date: _____

Project: 2021 LMIG Program

Owner: City of Stockbridge, Georgia

Owner's Contract No.: ITB# 2021-0001

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____, On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Completion is _____, and the number of consecutive calendar days to achieve Substantial Completion is 75, and the number of consecutive calendar days to achieve readiness for Final Completion including Closeout Documents is 90.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Contractor:

Owner: **City of Stockbridge, Georgia**

Authorized Signature

Authorized Signature

Title

Title

Date

Date

SECTION X

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT

Effective Date of
Agreement:

Amount: \$ _____.

Description (*Name and Location*): 2021 LMIG Program

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

By: _____
Signature (Attach Power of Attorney)

Print Name

Title

Attest: _____
Signature

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION X

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

SECTION X

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor ceased working or within two years after 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.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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.

11. Definitions.

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

SECTION X

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*):

SECTION XI

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount: \$_____.

Description (*Name and Location*): 2021 LMIG Program

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION XI

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to 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 Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to 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 or equipment 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 Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had 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 Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. 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 Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the

SECTION XI

Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. 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. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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 of any person or entity appearing to be a potential beneficiary of this Bond, 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 Contractor, or with a first-tier subcontractor of 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

SECTION XII

CERTIFICATE OF CONTRACTOR'S ATTORNEY

I, the undersigned, _____, the duly authorized and
acting legal representative of (Contractor) _____,
do hereby certify as follows:

I have examined the attached Contract and Performance and Payment Bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIII

CERTIFICATE OF OWNER'S ATTORNEY



I, the undersigned, _____, the duly authorized and acting legal representative of the **City of Stockbridge, Georgia**, do hereby certify as follows:

I have examined the attached Contract and the manner of execution thereof by the authorized City representatives, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the City of Stockbridge, Georgia; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIV

GENERAL CONDITIONS

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	4
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed	6
2.04 Starting the Work	6
2.05 Before Starting Construction	6
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules	7
Article 3 – Contract Documents: Intent, Amending, Reuse	7
3.01 Intent.....	7
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	9
3.06 Electronic Data.....	9
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	10
4.03 Differing Subsurface or Physical Conditions.....	10
4.04 Underground Facilities	12
4.05 Reference Points	12
4.06 Hazardous Environmental Condition at Site.....	13
Article 5 – Bonds and Insurance	14
5.01 Performance, Payment, and Other Bonds	14
5.02 Licensed Sureties and Insurers	15
5.03 Certificates of Insurance	15
5.04 Contractor’s Insurance	15
5.05 Owner’s Liability Insurance	17
5.06 Property Insurance	17
5.07 Waiver of Rights	17
5.08 Receipt and Application of Insurance Proceeds	18
5.09 Acceptance of Bonds and Insurance; Option to Replace.....	18
5.10 Partial Utilization, Acknowledgment of Property Insurer	18

SECTION XIV

Article 6 – Contractor’s Responsibilities	18
6.01 Supervision and Superintendence	18
6.02 Labor; Working Hours.....	19
6.03 Services, Materials, and Equipment	19
6.04 Progress Schedule	19
6.05 Substitutes and “Or-Equals”	19
6.06 Concerning Subcontractors, Suppliers, and Others	22
6.07 Patent Fees and Royalties	23
6.08 Permits.....	23
6.09 Laws and Regulations	24
6.10 Taxes	24
6.11 Use of Site and Other Areas	24
6.12 Record Documents.....	25
6.13 Safety and Protection	25
6.14 Safety Representative	26
6.15 Hazard Communication Programs	26
6.16 Emergencies	26
6.17 Shop Drawings and Samples	26
6.18 Continuing the Work	28
6.19 Contractor’s General Warranty and Guarantee.....	28
6.20 Indemnification	29
6.21 Delegation of Professional Design Services	30
Article 7 – Other Work at the Site.....	30
7.01 Related Work at Site	30
7.02 Coordination.....	31
7.03 Legal Relationships.....	31
Article 8 – Owner’s Responsibilities	31
8.01 Communications to Contractor.....	31
8.02 Replacement of Engineer.....	32
8.03 Furnish Data	32
8.04 Pay When Due	32
8.05 Lands and Easements; Reports and Tests	32
8.06 Insurance	32
8.07 Change Orders.....	32
8.08 Inspections, Tests, and Approvals	32
8.09 Limitations on Owner’s Responsibilities	32
8.10 Undisclosed Hazardous Environmental Condition.....	32
8.11 Evidence of Financial Arrangements	33
8.12 Compliance with Safety Program.....	33
Article 9 – Engineer’s Status During Construction	33
9.01 Owner’s Representative.....	33
9.02 Visits to Site	33
9.03 Project Representative	33
9.04 Authorized Variations in Work	34
9.05 Rejecting Defective Work	34
9.06 Shop Drawings, Change Orders and Payments	34

SECTION XIV

9.07	Determinations for Unit Price Work	34
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	34
9.09	Limitations on Engineer's Authority and Responsibilities.....	35
9.10	Compliance with Safety Program.....	35
Article 10 –	Changes in the Work; Claims	36
10.01	Authorized Changes in the Work	36
10.02	Unauthorized Changes in the Work	36
10.03	Execution of Change Orders.....	36
10.04	Notification to Surety.....	36
10.05	Claims.....	37
Article 11 –	Cost of the Work; Allowances; Unit Price Work.....	37
11.01	Cost of the Work	37
11.02	Allowances	40
11.03	Unit Price Work	40
Article 12 –	Change of Contract Price; Change of Contract Times.....	41
12.01	Change of Contract Price.....	41
12.02	Change of Contract Times	42
12.03	Delays.....	42
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	43
13.01	Notice of Defects	43
13.02	Access to Work	43
13.03	Tests and Inspections	43
13.04	Uncovering Work.....	44
13.05	Owner May Stop the Work.....	44
13.06	Correction or Removal of Defective Work.....	45
13.07	Correction Period	45
13.08	Acceptance of Defective Work	46
13.09	Owner May Correct Defective Work	46
Article 14 –	Payments to Contractor and Completion.....	47
14.01	Schedule of Values	47
14.02	Progress Payments	47
14.03	Contractor's Warranty of Title	50
14.04	Substantial Completion.....	50
14.05	Partial Utilization	50
14.06	Final Inspection.....	51
14.07	Final Payment	51
14.08	Final Completion Delayed.....	52
14.09	Waiver of Claims	53
Article 15 –	Suspension of Work and Termination.....	53
15.01	Owner May Suspend Work	53
15.02	Owner May Terminate for Cause	53
15.03	Owner May Terminate For Convenience.....	54
15.04	Contractor May Stop Work or Terminate	55

SECTION XIV

Article 16 – Dispute Resolution	55
16.01 Methods and Procedures	55
Article 17 – Miscellaneous	56
17.01 Giving Notice	56
17.02 Computation of Times	56
17.03 Cumulative Remedies	56
17.04 Survival of Obligations	56
17.05 Controlling Law	56
17.06 Headings	56

SECTION XIV

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) 2021-0001

Solicitation Title: City of Stockbridge LMIG 2021 PROGRAM

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~strike through~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has not changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, March 25, 2021.
2. The deadline for questions has not changed. The deadline was Friday, February 26, 2021 (12:00 noon, EDT)

ADDITIONS / CLARIFICATIONS / CORRECTIONS

- I. For all procurements, a minimum of three (3) qualified responses (bids, proposals, quotes, etc.) shall be required unless adequate source supply is not available. If less than three responses have been received by the deadline established in the original procurement solicitation, sufficient additional time shall be granted in order to solicit at least three (3) qualified responses, and the opening of the responses shall be delayed accordingly.**



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

- II.** All bids ~~must~~ **should** be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.

Due to COVID-19, City Hall building is closed to visitors. Bid submittal/responses can also be hand delivered by proposers (instructions posted on the rare entrance doors near parking lot) on the following dates and time:

March 17th, 2021 10 a.m. – 3:00 p.m.

March 18th, 2021 10 a.m. – 3:00 p.m.

March 22nd, 2021 - March 25th, 2021 10 a.m. - 3:00 p.m.

Question 1. We were unable to join the Pre-bid conference this morning. Can we still be included on the bidders list?

Answer 1. Please see Article I – Defined terms. Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders that attend the Mandatory Prebid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.

Question 2. The existing asphalt on Seaboard Dr appears to be a few inches above the gutter. Is the end goal to be flush with the gutter? Also, there are existing driveway ramps are these to be removed? Lastly, can manhole risers be used to adjust the manholes to finished grade?

Answer 2. Design intent for this project is to restore the road elevation at the gutter to match the gutter. Any asphalt or concrete materials placed in the gutter at driveways is to be removed. Steel manhole and valve risers are to be used to adjust these items to grade.

Question 3. 1. Will the Contractor be allowed to use Standard Metal Risers for manholes and water valves as the City has allowed in the past?
2. Does the City require the contractor to hire a testing firm for this project?
3. What is the estimated date of NTP?

Answer 3. 1. Steel manhole and valve risers are to be used to adjust these items to grade.
2. The Contract Documents require the Contractor to hire a testing firm for all testing that is required by the technical specifications.
3. Approximately 30-45 days after the City Council approves the award of the contract.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Question 4. Will the City allow a Drop off location for the bid instead of mailing it?

Answer 4. Please see item number II, above.

Question 5. In order to get a more competitive price, will the city consider changing the working days to 120 for substantial completion and 135 for all closeout documents?

Answer 5. No. Please see: ARTICLE 6 – TIME OF COMPLETION 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

Stewart Bros., Inc.

Name of Company / Firm / Organization

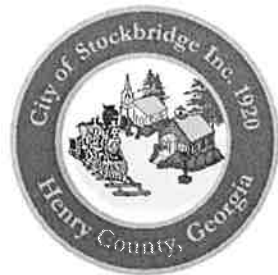
Donald B. Stewart, III, President

Printed Name of Authorized Rep. / Title

Signature of Authorized Representative / Date

3/25/2021





CITY OF STOCKBRIDGE

PROCUREMENT DIVISION

SPECIFICATIONS AND CONTRACT DOCUMENTS

2021 LMIG PROGRAM

ITB NO: 2021-0001

JANUARY 21, 2021



STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666
CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100
NEWNAN OFFICE: 40 Greenway Court, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

TABLE OF CONTENTS



CITY OF STOCKBRIDGE PROCUREMENT DIVISION

SPECIFICATIONS AND CONTRACT DOCUMENTS

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ITB NO: 2021-0001

PART 1 – BIDDING / AGREEMENTS / BONDS / CONDITIONS

- I. INSTRUCTION TO BIDDERS
- II. INVITATION TO BID
- III. BID FORM
- IV. BID BOND
- V. CONTRACTOR FURNISHED DOCUMENTS
- VI. CONTRACTOR AFFIDAVIT AND AGREEMENT
- VII. SUBCONTRACTOR AFFIDAVIT
- VIII. FORM OF AGREEMENT
- IX. NOTICE TO PROCEED
- X. PERFORMANCE BOND
- XI. PAYMENT BOND

- XII. CERTIFICATE OF CONTRACTOR’S ATTORNEY
- XIII. CERTIFICATE OF OWNER’S ATTORNEY
- XIV. GENERAL CONDITIONS
- XV. SUPPLEMENTARY CONDITIONS
- XVI. PROJECT MAPS
- XVII. REFERENCE VERIFICATION AND RELEASE FORM

PART II – SPECIFICATIONS

- SECTION 01025 MEASUREMENT AND PAYMENT
- SECTION 01100 SUMMARY
- SECTION 01200 PRICE AND PAYMENT PROCEDURES
- SECTION 01300 ADMINISTRATIVE REQUIREMENTS
- SECTION 01323 CONSTRUCTION PROGRESS SCHEDULES
- SECTION 01330 SUBMITTAL PROCEDURES
- SECTION 01400 QUALITY REQUIREMENTS
- SECTION 01500 TEMPORARY FACILITIES AND CONTROLS
- SECTION 01600 PRODUCT REQUIREMENTS
- SECTION 01630 PRODUCT SUBSTITUTION PROCEDURES
- SECTION 01700 EXECUTION REQUIREMENTS
- SECTION 01720 RECORD DOCUMENTS

END

SECTION I
INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms.....	1
Article 2 – Funding and federal requirements	1
Article 3 – Copies of Bidding Documents.....	1
Article 4 – Qualifications of Bidders and project requirements	2
Article 5 – Examination of Bidding Documents, Other Related Data, and Site	2
Article 6 – Mandatory Pre-Bid Conference.....	4
Article 7 – Site and Other Areas	4
Article 8 – Interpretations and Addenda.....	4
Article 9 – Bid Security	5
Article 10 – Contract Times	5
Article 11 – Liquidated Damages	5
Article 12 – Substitute and “Or-Equal” Items	5
Article 13 – Subcontractors, Suppliers and Others.....	6
Article 14 – Preparation of Bid	6
Article 15 – Basis of Bid; Comparison of Bids	7
Article 16 – Submittal of Bid	8
Article 17 – Modification and Withdrawal of Bid	9
Article 18 – Opening of Bids	9
Article 19 – Bids to Remain Subject to Acceptance	9
Article 20 – Evaluation of Bids and Award of Contract	9
Article 21 – Contract Security and Insurance.....	10
Article 22 – Signing of Agreement.....	10

SECTION I

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office (City of Stockbridge, GA)* – All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.
 - B. *Plan Holders List* - Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. **Only bids received from Bidders that attend the Mandatory Pre-Bid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.** The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.
 - C. *Local Maintenance & Improvements Grant (LMIG)* – Funding from the Georgia Department of Transportation (GDOT).
 - D. *Owner's Representative* – Falcon Design Consultants, LLC, an independent consulting engineering firm, is the City of Stockbridge's appointed Owner's Representative for this project.

ARTICLE 2 – FUNDING AND FEDERAL REQUIREMENTS

- A. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

ARTICLE 3 – COPIES OF BIDDING DOCUMENTS

- A. All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.

SECTION I

- 3.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 4 – QUALIFICATIONS OF BIDDERS AND PROJECT REQUIREMENTS

- 4.01 Bidders are required to self-perform a minimum of **51%** of the total work required to provide a completed project to the Owner.
- 4.02 To demonstrate Bidder’s qualifications to perform the Work, Bidder shall submit written evidence with bid such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload)
- B. Required Bidder current GDOT Prequalification Certificate.

ARTICLE 5 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

5.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings, if any, referenced in Paragraph 4.01.A will be made available by Owner to any Bidder upon written request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

SECTION I

5.03 *Hazardous Environmental Condition*

- A.** The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B.** Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions. On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

5.05 It is the responsibility of each Bidder before submitting a Bid to:

- A.** examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B.** visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C.** become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D.** consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;

SECTION I

- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 – MANDATORY PRE-BID CONFERENCE

- 6.01 A Mandatory Prebid Conference will be held online at **10:00 A.M, EDT** on **Thursday, February 4, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is mandatory. Only bidders that attend this Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders on the Plan Holder List will be allowed to submit a bid for this project.
- 6.02 To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click **Join Meeting**.

ARTICLE 7 – SITE AND OTHER AREAS

- 7.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 8 – INTERPRETATIONS AND ADDENDA

- 8.01 All questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the

SECTION I

City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Issuing Office as having received the Bidding Documents. Questions received after **12:00 PM Noon** on **Friday, February 26, 2021, Reference: "2021 LMIG Program – ITB#2021-0001"** may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 8.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer and all Addenda will be transmitted to all bidders listed on the Plan Holders List.

ARTICLE 9 – BID SECURITY

- 9.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 9.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of even days after the Effective Date of Section VIII – Form of Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 9.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 10 – CONTRACT TIMES

- 10.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Section III - Bid Form and Section VIII – Form of Agreement.

ARTICLE 11 – LIQUIDATED DAMAGES

- 11.01 Provisions for liquidated damages, if any, are set forth in Section VIII – Form of Agreement.

ARTICLE 12 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 12.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding

SECTION I

Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 10 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 13 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 13.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of Section VIII – Form of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 13.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of Section VIII – Form of Agreement as provided in Paragraph 6.06 of the General Conditions.
- 13.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 14 – PREPARATION OF BID

- 14.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 14.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section listed therein.
- 14.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall

SECTION I

be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 14.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 14.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 14.06 A Bid by an individual shall show the Bidder's name and official address.
- 14.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 14.08 All names shall be printed in ink below the signatures.
- 14.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 14.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 14.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 15 – BASIS OF BID; COMPARISON OF BIDS

15.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The value of items required by the Contract Documents but not show in the line items on the Bid Form shall be included in the unit price of the line item that relates to this work.
- C. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.02 *Allowances*

SECTION I

- A. In the amount bid on the Bid Form submitted, the Bidder shall include a \$50,000 Contingency Allowance. This allowance is for additional work as directed by the Owner. Monies not utilized by the Owner for this project will be removed from the final contract price at the completion of the project by use of a Change Order.

ARTICLE 16 – SUBMITTAL OF BID

- 16.01 With each copy of the Bidding Documents, a Bidder is furnished a PDF copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
- A. Required Bid security;
 - B. List of Proposed Subcontractors (if known);
 - C. List of Proposed Suppliers (if known);
 - D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
 - E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
 - F. GDOT Prequalification Certificate;
 - G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
 - H. Contractor Affidavit and Agreement;
 - I. Subcontractor Affidavit and Agreement (if known);
- 16.02 A Bid shall be delivered via **“Mail Only”** no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.
- 16.01 All bids must be **“Mailed Only”** to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date **(March 25, 2021 at 3:00 PM)**.
- 16.02 The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **“BID ENCLOSED – 2021 LMIG PROGRAM”**. All mailed Bids shall be addressed to the **City of Stockbridge; Attention: Purchasing Division, Lindell Y. Miller; 4640 North Henry Boulevard, Stockbridge, GA 30281.**
- 16.03 Bid packages submitted shall include **one (1)** complete set of bid documents, as required by this section, with original signatures and seals as required and this document set shall be labeled

SECTION I

“Original”. Additionally, **two (2)** complete copy sets of the bid documents, as required by this section, labeled “Copy” shall be included in the bid package.

ARTICLE 17 – MODIFICATION AND WITHDRAWAL OF BID

- 17.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 17.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 18 – OPENING OF BIDS

- 18.01 **Due to COVID-19 and CDC Guidelines, the City of Stockbridge Procurement Division, will be conducting this Public Bid Opening 100% online! For your convenience, this Public Bid Opening meeting will be live streamed on Thursday, March 25, 2021 at 3:01 PM, EDT via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting.**

ARTICLE 19 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 20 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.
- 20.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 20.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities

SECTION I

proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 20.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 20.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.

ARTICLE 21 – CONTRACT SECURITY AND INSURANCE

- 21.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 22 – SIGNING OF AGREEMENT

- 22.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required five (5) sets of the Contract Documents and Technical Specifications with unsigned counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement as attached thereto. Within fifteen (15) calendar days thereafter, Successful Bidder shall sign and deliver all five (5) sets of the Contract Documents and Technical Specifications with signed and sealed counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement to Owner. Within thirty (30) calendar days thereafter, a project Preconstruction Conference will be scheduled and at that meeting the Owner shall deliver two fully signed counterparts to Successful Bidder with a complete set of the Drawings with appropriate identification if required.

SECTION II

INVITATION TO BID



**CITY OF STOCKBRIDGE PROCUREMENT DIVISION
2021 LMIG PROGRAM
ITB NO: 2021-0001**

DATE: JANUARY 21, 2021

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "2021 LMIG Program" project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-0001 "2021 LMIG Program" project.

The activity is proposed to be funded or partially funded with Georgia Department of Transportation – Local Maintenance & Improvement Grant (LMIG) funds. Bidders must possess a current GDOT Prequalification Certificate. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.

A Mandatory Prebid Conference will be held online at **10:00 A.M, EDT on Thursday, February 4, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is mandatory. Only bidders that attend this Mandatory Pre-Bid Conference will be included on

SECTION II

the Plan Holders List. Only bids received from Bidders that attend the mandatory Pre-bid will be allowed to submit a bid for this project.

Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting **Public Bid Opening and Prebid meetings** 100% online!

For your convenience, this Public Bid Opening meeting will be live streamed on **Thursday, March 25, 2021 at 3:01 PM, EDT** via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting.

Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov by **12 noon on February 26, 2021**, Reference: **"2021 LMIG Program - ITB# 2021-0001"**.

All bids must be **"Mailed Only"** to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**March 25, 2021 at 3:00 PM**).

No bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated for the receipt of Bids or until the Bidder is notified by the City whichever is sooner. The City reserves the right to accept or reject any and all bids and to waive irregularities, technicalities, and formalities.

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier's check made payable to the City of Stockbridge, Georgia. The entire Bid Bond shall be forfeited to the City of Stockbridge, Georgia as liquidated damages if the bidder fails to execute all sets of the Contract Documents and provide Performance and Payment Bonds within fifteen (15) days after receipt of the documents.

The successful bidder will be required to furnish a contract Performance Bond and a Payment Bond, each in the sum of one hundred percent (100%) of the total amount bid and provide insurance coverage as required in the Contract Documents.

Note: For more information please refer to the Instruction to Bidders and the Contract Documents, which govern and supersede this Invitation to Bid.

SECTION III

BID FORM



CITY OF STOCKBRIDGE PROCUREMENT DIVISION

SPECIFICATIONS AND CONTRACT DOCUMENTS

2021 LMIG PROGRAM

ITB NO: 2021-0001

Thursday, March 25, 2021 - 3:00 PM

SECTION III

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid.....	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	6

SECTION III

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
- City of Stockbridge, Georgia*
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:
- | <u>Addendum No.</u> | <u>Addendum Date</u> |
|-----------------------------|-----------------------------|
| <u>One</u> | <u>No Date Specified</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

SECTION III

means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



SECTION III

- 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s) :

ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1	L.S	MOBILIZATION, BONDS AND TRAFFIC CONTROL	\$ 108,550.00	\$ 108,550.00
2.	68,500	L.F.	6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0"	\$ 2.21	\$ 151,385.00
3.	450	TON	3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 204.98	\$ 92,241.00
4.	3,200	TON	1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT	\$ 114.37	\$ 365,984.00
5.	7,200	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ 93.33	\$ 671,976.00
6.	60	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ 129.80	\$ 7,788.00
7.	560	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ 3.00	\$ 1,680.00
8.	150	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$ 267.00	\$ 40,050.00
9.	2	EA.	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$ 97.00	\$ 194.00

SECTION III

10.	400	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE WHITE	\$ <u>13.20</u>	\$ <u>5,280.00</u>
11.	60	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE YELLOW	\$ <u>1.00</u>	\$ <u>60.00</u>
12.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW	\$ <u>3.30</u>	\$ <u>825.00</u>
13.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE	\$ <u>3.30</u>	\$ <u>825.00</u>
14.	2	EA,	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ <u>110.00</u>	\$ <u>220.00</u>
15.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$ <u>110.00</u>	\$ <u>220.00</u>
16.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW	\$ <u>110.00</u>	\$ <u>220.00</u>
17.	4	EA.	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE x 2" RECYCLED SOLID RUBBER SPEED BUMP W/ REFLECTORS, MINIMUM 19' LONG CONTINUOUS W/ END CAPS (BLACK/YELLOW) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS; PER "UnimatTraffic" REFERENCE NO. 8001, OR APPROVED EQUIVALENT.	\$ <u>1,250.00</u>	\$ <u>5,000.00</u>
18.	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Total Base Bid in Words:

One Million Five Hundred Two Thousand Four Hundred Ninety Eight Dollars and Zero

Cents ----- **Dollars**

In Numbers: \$ 1,502,498.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

SECTION III

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors (if known);
- C. List of Proposed Suppliers (if known);
- D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
- E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
- F. GDOT Prequalification Certificate;
- G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
- H. Contractor Affidavit and Agreement;
- I. Subcontractor Affidavit and Agreement (if known);

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SECTION III

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Stewart Bros., Inc.

State of Incorporation: Georgia

Type (General Business, Professional, Service, Limited Liability Service)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Donald B. Stewart, III

Title: President
(CORPORATE SEAL)

Attest Susan M Skilton

Date of Qualification to do business in Georgia is
11 / 20 / 1947.



STEWART BROS., INC.

ANNUAL DIRECTORS MEETING MINUTES

November 23, 2020

A meeting of the Directors of Stewart Bros., Inc. was held immediately following the Annual Shareholders Meeting on the above date. The following Directors were present: Mary S. Sloan, Donald B. Stewart, Jr., Donald B. Stewart, III, and William M. Stewart, who together constituted a quorum of the Directors.

Donald B. Stewart, Jr. and M. Stewart Sloan served as Chairman and Secretary, respectively.

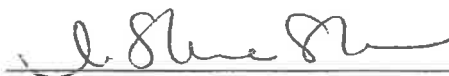
The following were nominated and elected to serve as officers:

President/CEO	Donald B. Stewart, III
Vice President	William M. Stewart
Secretary	M. Stewart Sloan
Vice President and CFO	W. Scurry Laws
Assistant Secretary	Any VP who is not the signer of document
Vice President	Karl E. Broughton
Vice President	Jeff L. Winebarger
Vice President	Hugh C. Lewis

A Resolution was declared authorizing the Officers to sign bids, contracts and other documents on behalf of the Corporation in accordance with its by-laws and any pertinent regulations of the State of Georgia.

A resolution was passed waiving Meeting Notice.

There being no further business to come before the Directors, the meeting was adjourned.


M. Stewart Sloan, Secretary


Donald B. Stewart, Jr., Chairman

USA

Georgia

DRIVER'S LICENSE

DL NO. 042602219

DOB 05/07/1978

CLASS C

EXP 05/07/2024

DONALD BAIN

STEWART III

1287 KENDRICK RD NE

BROOKHAVEN, GA 30319-2819

SEX M

END NONE

ISS 05/05/2016

SEX M

EYES BRO

HGT 5'-00"

WGT 200 LB

CD 270541422460941052

DONOR

SECTION III

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
_____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 2480 Pleasantdale Road, Doraville, Georgia 30340

Phone No. 770-447-5810 Fax No. 770-446-1261

E-mail donald@stewartbrosinc.com _____

SECTION III

SUBMITTED on March 25, 2021.

GDOT Prequalification Certificate No. 2ST570.

SECTION IV

BID BOND

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

BIDDER (Name and Address): Stewart Bros., Inc.
2480 Pleasantdale Road
Doraville, GA 30340

SURETY (Name and Address of Principal Place of Business): Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address): City of Stockbridge
4640 N Henry Blvd
Stockbridge, GA 30281

BID

Bid Due Date: **March 25, 2021 at 3:00 PM**

Description (Project Name and Include Location):

CITY OF STOCKBRIDGE – 2021 LMIG PROGRAM

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): March 25, 2021

Penal sum Five (5%) Percent of Principal's Bid \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Stewart Bros., Inc.

Bidder's Name and Corporate Seal

By: [Signature]
Signature

Donald B. Stewart, III
Print Name

PRESIDENT
Title

Attest: [Signature]
Signature M. STEWART SLOAN

CORPORATE SECRETARY
Title

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)

Daniel Yates
Print Name

Attorney-in-fact
Title

Attest: [Signature]
Signature

Betsy J. Holmes, Witness
Title

Bond

SECTION IV

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Daniel Yates** of **ATLANTA**, Georgia

, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **March**, **2021**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION V

CONTRACTOR FURNISHED DOCUMENTS

STEWART BROS., INC.
2480 Pleasantdale Road
Doraville, Georgia 30340-1558



Paving the Way Since 1932

Asphalt Paving Contractors
Phone: 770-447-5810
Fax: 770-446-1261

PROPOSED SUBCONTRACTOR LIST

Subcontractor Name	Scope of Services
The Miller Group	Milling
Peek Pavement Marking, Inc.	Striping

STEWART BROS., INC.
2480 Pleasantdale Road
Doraville, Georgia 30340-1558



Paving the Way Since 1932

Asphalt Paving Contractors
Phone: 770-447-5810
Fax: 770-446-1261

PROPOSED SUPPLIER LIST

Subcontractor Name	Scope of Services
Metro Materials, Inc.	Asphalt

SECTION XVII



EXHIBIT II
REFERENCE VERIFICATION AND RELEASE FORM

SOLICITATION NUMBER: ITB NO.: 2021-0001
PROJECT TITLE: STOCKBRIDGE - 2021 LMIG PROGRAM

BIDDER: Stewart Bros., Inc.
(List name exactly as provided in Bid Form)

Provide at least five (5) references for the Bidder listed above of work similar to the current project being completed within the last five (5) years. Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

REFERENCE NO. 1:

Name of Company/Entity: City of Stockbridge

Mailing Address: 4640 North Henry Blvd.

City/State/Zip Code: Stockbridge, Georgia 30281

Contact Person Name: G.A. "Skip" Layton

Contact Person Title: Construction Manager for Owner's Representative, Falcon Design Consultants

Contract Person Phone No.: 770-389-8666

Contract Person Email: slayton@fdc-llc.com

Date Work Performed: January 2020 - May 2020

Brief Description of Work Performed: Repair and resurfacing of approximately 4.7 miles of local roadways. ITB #2019-00021 "2019 LMIG Program"

SECTION XVII

REFERENCE NO. 2:

Name of Company/Entity: Gwinnett County Board of Commissioners

Mailing Address: 75 Langley Drive

City/State/Zip Code: Lawrenceville, Georgia 30046

Contact Person Name: Britton Lockhart

Contact Person Title: Project Manager

Contract Person Phone No.: 770-822-7480

Contract Person Email: britton.lockhart@gwinnettcountry.com

Date Work Performed: Completed November 2019

Brief Description of Work Performed: Mill and Resurface County Roads - North and Central
Sections

REFERENCE NO. 3:

Name of Company/Entity: City of Atlanta

Mailing Address: 55 Trinity SW, Suite 1790

City/State/Zip Code: Atlanta, Georgia 30303

Contact Person Name: Lawrence Jeter

Contact Person Title: Project Manager

Contract Person Phone No.: 404-569-1370

Contract Person Email: ljeter@atlantaga.gov

Date Work Performed: Completed June 2019

Brief Description of Work Performed: Street Resurfacing Project / FC-6945. Mill and Resurface

SECTION XVII

REFERENCE NO. 4:

Name of Company/Entity: City of Brookhaven

Mailing Address: 4362 Peachtree Road

City/State/Zip Code: Brookhaven, Georgia 30319

Contact Person Name: Susan D. Hiott

Contact Person Title: City Clerk

Contract Person Phone No.: 404-637-0464

Contract Person Email: susan.hiott@brookhavenga.gov

Date Work Performed: Completed October 2018

Brief Description of Work Performed: 2018 Capital Resurfacing Phase 2 Project / FDR, Mill,
Patching & Resurfacing

REFERENCE NO. 5:

Name of Company/Entity: City of Sandy Springs

Mailing Address: Publics Works Dept. 1 Galambos Way

City/State/Zip Code: Sandy Springs, Georgia 30350

Contact Person Name: David Johnson

Contact Person Title: Project Superintendent

Contract Person Phone No.: 404-216-8087

Contract Person Email: djohnson@sandyspringsga.gov

Date Work Performed: Completed June 2018

Brief Description of Work Performed: FY 2018 Capital Resurfacing Project / Mill, Patch &
Resurfacing

SECTION XVII

REFERENCE VERIFICATION RELEASE STATEMENT

The Bidder listed below hereby authorizes the City of Stockbridge and its Representatives to contact the references provided for this bid and any additional parties that may be encountered/discovered during the reference conformation process.

BIDDER: Stewart Bros., Inc.
(List name exactly as provided in Bid Form)

SIGNED BY: Donald B. Stewart, III, President
(Printed name and title)

AUTHORIZED SIGNATURE:  **DATE:** March 25, 2021



STEWART BROS., INC.
2480 Pleasantdale Road
Doraville, Georgia 30340-1558



Paving the Way Since 1932

Asphalt Paving Contractors
Phone: 770-447-5810
Fax: 770-446-1261

BIDDER QUALIFICATION STATEMENT

Please find attached the following Supporting Data:

- Stewart Bros. Company History
- Business License
- State of Georgia - Certificate of Existence
- Corporate Resolution to Bid with backup
- Financial Statements are under separate cover
- Status of Contracts on Hand
- Key Project Personnel
- Credit Information Summary
- Tax Compliance Information
- W-9
- Drug-Free Work Place Certificate
- Equipment List
- GDOT Prequalification Certificate
- Certificate of Insurance

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Doraville, Georgia 30340-1558



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Stewart Bros., Inc. is a Georgia corporation that has been in business since 1932. It is the oldest family owned Asphalt Paving Business in Georgia. Stewart Bros., Inc. provides services including Crushed Stone Base, Soil Cement Base, Asphalt Paving, Full Depth Reclamation, Concrete Curbs and Gutters, Milling, Sawcutting, Compaction, Sealing, Striping, and light Grading on projects ranging in size from \$50K to \$10 Million. Stewart Bros., Inc. maintains its main office at 2480 Pleasantdale Road, Doraville and a shop facility at Henrico Road in Conley, in addition to Asphalt Plants located in Lithonia, Doraville, Conley, and Buford giving us the ability and putting us in the unique position of servicing the projects from multiple locations. Exact addresses are as follows:

Main Office:
Stewart Bros., Inc.
2480 Pleasantdale Road
Doraville, Georgia 30340

Shop:
Stewart Bros., Inc.
1535 Henrico Road
Conley, Georgia 30288

Asphalt Plant Locations:
Plant 1
1318 Henrico Road
Conley, Georgia 30288

Plant 2
2900 Humphries Way
Doraville, Georgia 30060

Plant 3
4195 Friendship Road
Buford, Georgia 30518

Plant 4
2495 Turner Hill Road
Lithonia, Georgia 30058

Stewart Bros., Inc. employs over 100 full time employees including Four Project Managers, Four Project Superintendents and employs a full time Safety Superintendent as well as many other employees that are certified in Work Zone Traffic Control, OSHA certified, First Aid and CPR certified.

STEWART BROS., INC.
2480 Pleasantdale Road
Doraville, Georgia 30340-1558



Paving the Way Since 1932

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Phone: 770-447-5810
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We are a fourth-generation, family owned asphalt paving contractor proudly serving the Metro Atlanta area for over 80 years. Our reputation and experience in the industry has produced top quality highways, airports, city & county roads, subdivisions, shopping centers, industrial facilities, subdivisions, apartments, schools, hospitals and churches.

History

Our story began in 1932 when former Fulton County Commission Chairman, Walter B. Stewart, founded the company. Some of our earliest projects included asphalt paving at Candler Field (now Hartsfield Jackson International Airport), Naval Air Station Atlanta (now PDK Airport), and the Bell Bomber Plant (now Lockheed-Dobbins). In 1946, Walter was succeeded by his sons, William C. Stewart and Donald B. Stewart, Sr. Today, the company is run by Donald's descendants. We are proud to be the oldest, privately owned paving operation in Georgia.

Process

Our management team begins the process by responding to your schedule. Motivated and experienced supervisors see that the job gets done on time and on budget. Our support team of certified traffic flaggers, mechanics, dispatchers, drivers and quality control technicians ensures excellence and safety in the field. Stewart Brothers maintains a growing fleet of state-of-the-art motor graders, asphalt spreaders, rollers, stabilization equipment, trucks and support vehicles in top running condition. Our quick response communications network connects our supervisors, plants, quality control and equipment yard. Our four asphalt plants in Conley, Doraville, Buford and Lithonia reduce our hauling expenses and your costs along with maintaining high quality service and production standards.

Environmental Responsibility

Asphalt is 100% recyclable, and the most recycled product in America. Recycling Asphalt helps hold our cost down - so we can hold your cost down. To ensure consistent quality, we also do our own crushing, screening and blending.

Four Generations Down the Road

At Stewart Brothers, we have a proud tradition to live up to. Four generations down the road and we continue to build solid relationships based on professionalism, expertise and a competitive budget.



Gwinnett County Licensing and Revenue

446 W. Crogan Street - Suite 125
Lawrenceville, GA 30046

2021

NOT
TRANSFERABLE

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	February 18, 2021	Certificate Number:	2021005211
Expires:	March 31, 2022	Fee:	\$14,753.50

Business Name:	STEWART BROTHERS INC
Description:	Highway, Street, and Bridge Construction

MAIL TO:
STEWART BROTHERS INC
C/O STEWART BROTHERS INC
2480 PLEASANTDALE RD
DORAVILLE GA 30340-1562

Business Location
2480 PLEASANTDALE RD
DORAVILLE GA 30340-1562

Only valid at this location and when location conforms to Gwinnett County Ordinance

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

STEWART BROS. INC.

a Domestic Profit Corporation

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 20379289
Date Inc/Auth/Filed: 11/20/1947
Jurisdiction : Georgia
Print Date : 03/02/2021
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

STEWART BROS., INC.

ANNUAL DIRECTORS MEETING MINUTES

November 23, 2020

A meeting of the Directors of Stewart Bros., Inc. was held immediately following the Annual Shareholders Meeting on the above date. The following Directors were present: Mary S. Sloan, Donald B. Stewart, Jr., Donald B. Stewart, III, and William M. Stewart, who together constituted a quorum of the Directors.

Donald B. Stewart, Jr. and M. Stewart Sloan served as Chairman and Secretary, respectively.

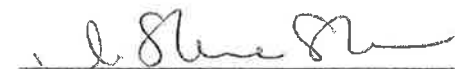
The following were nominated and elected to serve as officers:

President/CEO	Donald B. Stewart, III
Vice President	William M. Stewart
Secretary	M. Stewart Sloan
Vice President and CFO	W. Scurry Laws
Assistant Secretary	Any VP who is not the signer of document
Vice President	Karl E. Broughton
Vice President	Jeff L. Winebarger
Vice President	Hugh C. Lewis

A Resolution was declared authorizing the Officers to sign bids, contracts and other documents on behalf of the Corporation in accordance with its by-laws and any pertinent regulations of the State of Georgia.

A resolution was passed waiving Meeting Notice.

There being no further business to come before the Directors, the meeting was adjourned.



M. Stewart Sloan, Secretary



Donald B. Stewart, Jr., Chairman

USA

Georgia

DRIVER'S LICENSE



DL NO. 042602219 DOB 05/07/1978
CLASS C EXP 05/07/2024
DONALD BAIN
STEWART III
1247 KENDRICK RD NE
BROOKHAVEN, GA 30319-2819
SEX M EYES BRO
HGT 6'-00" WGT 200 lb
DDJ270541422460041052

Restrictions A End NONE
Iss 05/05/2016





USA

Georgia

DRIVER'S LICENSE

DL NO. 042602219 DOB 05/07/1978
CLASS C EXP 05/07/2024
DONALD BAIN
STEWART III
1247 KENDRICK RD NE
BROOKHAVEN, GA 30319-2819
SEX M EYES BRO
HGT 6'-00" WGT 200 lb
DDJ270541422460041052

Restrictions A End NONE
Iss 05/05/2016





STEWART BROS., INC.
2480 Pleasantdale Road
Doraville, Georgia 30340-1558



Paving the Way Since 1932

Asphalt Paving Contractors
Phone: 770-447-5810
Fax: 770-446-1261

FINANCIAL STATEMENT

Three Financial Statements have been placed in a separate, sealed and marked envelope.

SBI JC Status of Contracts on Hand

As of Date: 03/26/2021

Open Contracts Only				Removing Contracts With a Net Uncompleted Amount of 0						
Contract	Description	Customer	Name	Total		Adjusted	Subcontract	Net	Portion Of	Net
				Obligations		Obligations	To Others	Obligations	Net Complete	Uncompleted
21734-	STATE FARM CENTER PH I	605	REEVES + YOUNG	314,684.85	61,741.40	376,426.25	0.92	376,425.33	373,376.25	3,049.08
31806-	CLARKSTON CITY CENTER	588	OHMSHIV CONSTRUCTION, LLC	1,231,331.58	0.00	1,231,331.58	103,509.52	1,127,822.06	1,001,367.49	126,454.57
31853-	SULLIVAN ROAD PARK & R	77	BRTU/PRECISION 2000 JV	1,486,140.39	0.00	1,486,140.39	0.92	1,486,139.47	1,456,134.92	30,004.55
31915-	BUFORD CREEK DISTRIBU	175	CATAMOUNT CONSTRUCTORS, INC	645,353.73	111,648.71	757,002.44	74,255.92	682,746.52	673,100.04	9,646.48
31919-	SAFESTOR BISHOP STREE	23	ARCO BUILDERS INC.	53,601.00	0.00	53,601.00	0.00	53,601.00	53,599.00	2.00
32003-	GATEWAY DECATUR PUBLI	54	BENNING CONSTRUCTION CO.	487,857.60	0.00	487,857.60	0.92	487,856.68	354,947.00	132,909.68
32004-	CROOKED CREEK TREATM	14	ALBERICI CONSTRUCTION	1,501,674.75	0.00	1,501,674.75	28,430.92	1,473,243.83	156,017.25	1,317,226.58
32005-	RDC ATLANTA	175	PLATEAU CONSTRUCTORS, INC	1,839,756.42	66,551.92	1,906,308.34	12,515.92	1,893,792.42	1,893,013.34	779.08
32008-	MAC V (soil cement)	658	PLATEAU EXCAVATION, INC.	799,503.00	0.00	799,503.00	0.92	799,502.08	631,586.40	167,915.68
32011-	SCANELL 42 @ GARDNER	252	EVANS GENERAL CONTRACTORS	1,086,979.70	0.00	1,086,979.70	9,218.92	1,077,760.78	748,456.83	329,303.95
32012-	PROJECT RED	252	EVANS GENERAL CONTRACTORS	938,512.00	0.00	938,512.00	0.92	938,511.08	868,937.93	69,573.15
32013-	CLAYTON COMMERCE CEI	487	KAJIMA BUILDING & DESIGN GROU	806,291.05	0.00	806,291.05	0.92	806,290.13	84,245.45	722,044.68
32014-	GILLEM 800 DGE 7	135	CONLAN CO. THE	3,902,737.20	0.00	3,902,737.20	0.92	3,902,736.28	909,725.80	2,993,010.48
32015-	BUFORD CREEK DISTRIB	175	CATAMOUNT CONSTRUCTORS, INC	796,364.22	0.00	796,364.22	0.92	796,363.30	173,864.20	622,499.10
32016-	PEACHTREE ROAD STREE	519	BRTU CONSTRUCTION, INC.	230,870.00	0.00	230,870.00	22,250.92	208,619.08	207,356.40	1,262.68
32101-	KEB MISCELLANEOUS - 20	3	MISCELLANEOUS CUSTOMERS	5.00	0.00	5.00	0.92	4.08	0.00	4.08
42001-	HCL MISCELLANEOUS - 20	3	MISCELLANEOUS CUSTOMERS	5.00	0.00	5.00	0.92	4.08	0.00	4.08
51902-	SKYLAND SHOPPING - RE	207	M.L. DRAKE, JR.	90,543.62	0.00	90,543.62	10,656.92	79,886.70	72,181.25	7,705.45
51907-	ROAD ATLANTA ACCESS R	719	ROAD ATLANTA TRACK	191,284.90	0.00	191,284.90	0.00	191,284.90	191,283.90	1.00
51910-	CITY OF STOCKBRIDGE 20	196	CITY OF STOCKBRIDGE	1,322,461.32	0.00	1,322,461.32	143,088.20	1,179,373.12	862,119.11	317,254.01
52001-	ASM MISCELLANEOUS - 20	3	MISCELLANEOUS CUSTOMERS	5.00	0.00	5.00	0.92	4.08	0.00	4.08
52005-	ALCON LABS	980	WILDCAT STRIPING, SEALING & PA	185,438.63	0.00	185,438.63	0.00	185,438.63	185,433.63	5.00
52101-	ASM MISCELLANEOUS - 20	3	MISCELLANEOUS CUSTOMERS	5.00	0.00	5.00	0.92	4.08	0.00	4.08
71904-	BUFORD PARKING DECK R	98	CHARLES BLACK CONSTR CO	60,461.12	0.00	60,461.12	0.92	60,460.20	41,885.12	18,575.08
71918-	BEREAN CHURCH	221	CONSTRUCTION WORKS, INC.	999,632.37	116,333.90	1,115,966.27	594,657.56	521,308.71	376,670.89	144,637.82
71919-	GJAC	281	GILBANE BUILDING COMPANY	311,310.40	0.00	311,310.40	63,768.42	247,541.98	244,548.89	2,993.09
72004-	JH HOUSE	202	CARROLL DANIEL CONSTRUCTION	535,825.50	0.00	535,825.50	0.92	532,863.20	532,863.20	2,961.38
72005-	RCPS CENTRAL OFFICE C	202	CARROLL DANIEL CONSTRUCTION	329,920.00	0.00	329,920.00	0.92	329,919.08	295,013.75	34,905.33
72006-	HILTON WINDWARD PARK	198	CRAIN CONSTRUCTION, INC.	474,547.30	0.00	474,547.30	78,984.92	395,562.38	379,452.46	16,109.92
72007-	PROJECT INFINITY	658	PLATEAU EXCAVATION, INC.	3,831,369.18	0.00	3,831,369.18	0.92	3,831,368.26	3,712,869.21	118,499.05
72024-	EMORY HSRB	406	JE DUNN CONSTRUCTION CO	226,460.90	0.00	226,460.90	53,899.15	172,561.75	17,941.00	154,620.75
72025-	BERKMAR HIGH SCHOOL	485	KEVIN PRICE CONSTRUCTION	380,359.20	0.00	380,359.20	18,092.72	362,266.48	169,911.67	192,354.81
72030-	IDYLWILDE PHASE 2	658	PLATEAU EXCAVATION, INC.	177,409.60	0.00	177,409.60	0.92	177,408.68	177,405.60	3.08
72031-	ATLANTA MISSION SHELTE	232	BALFOUR BEATTY	77,482.00	0.00	77,482.00	0.92	77,481.08	199.80	77,281.28
72033-	ROCKDALE TECHNOLOGY	639	PATTILLO CONSTRUCTION	1,442,792.60	0.00	1,442,792.60	0.92	1,442,791.68	728,433.50	714,358.18
72034-	IST HEADQUARTERS	267	FREESE JOHNSON LLC	364,035.97	0.00	364,035.97	69,778.32	294,257.65	-21,275.00	315,532.65
72035-	WEST VILLAGE STREETSC	501	LORI'S TRANSPORTATION	142,733.25	0.00	142,733.25	0.00	142,733.25	84,922.21	57,811.04
72036-	SOUTH DEICING FACILITY	22	ARCHER WESTERN	12,500.00	0.00	12,500.00	0.00	12,500.00	5,000.00	7,500.00
72037-	MILSCOTT DRIVE	501	LORI'S TRANSPORTATION	23,441.65	0.00	23,441.65	4,701.77	18,739.88	14,892.35	3,847.53
72039-	OAKMONT 85	639	PATTILLO CONSTRUCTION	657,798.25	0.00	657,798.25	0.92	657,797.33	261,483.02	396,314.31
72101-	JLW MISCELLANEOUS - 20	3	MISCELLANEOUS CUSTOMERS	5.00	0.00	5.00	0.92	4.08	0.00	4.08
72103-	BETHANY ROAD REPAIR	765	SITE ENGINEERING, INC.	37,919.00	0.00	37,919.00	5,400.92	32,518.08	31,975.00	543.08
72104-	SATELLITE CORNERS	485	KEVIN PRICE CONSTRUCTION	106,208.50	0.00	106,208.50	0.92	106,207.58	0.00	106,207.58
72106-	BUFORD LEGION FIELD IM	98	CHARLES BLACK CONSTR CO	254,918.90	0.00	254,918.90	0.00	254,918.90	0.00	254,918.90
72107-	CHAMBLEE ROAD SINKHO	765	SITE ENGINEERING, INC.	26,595.20	0.00	26,595.20	4,840.92	21,754.28	0.00	21,754.28
72108-	ATLANTA FAST PARK AISLE	265	FS360, LLC.	11,735.50	0.00	11,735.50	0.00	11,735.50	0.00	11,735.50
82101-	INDIRECT JOB COST - 202	1	STEWART BROS., INC.	11.00	0.00	11.00	0.00	11.00	0.26	10.74
*** Total ***				28,396,878.35	356,275.93	28,753,154.28	1,298,072.18	27,455,082.10	17,950,939.12	9,504,142.98

STEWART BROS., INC.
2480 Pleasantdale Road
Doraville, Georgia 30340-1558



Paving the Way Since 1932

Asphalt Paving Contractors
Phone: 770-447-5810
Fax: 770-446-1261

KEY PROJECT PERSONNEL

<u>INDIVIDUAL'S NAME/POSITION</u>	<u>YEARS AND MAGNITUDE/CAPACITY</u>
DONALD B. STEWART, III, PRESIDENT	23 IN SITEWORK & HIGHWAY CONSTRUCTION
WILLIAM M. STEWART, VICE PRESIDENT	47 IN SITEWORK & HIGHWAY CONSTRUCTION
KARL E. BROUGHTON, VP/PROJ. MGR.	41 IN SITEWORK & HIGHWAY CONSTRUCTION
JEFF WINEBARGER, VP/PROJ. MGR.	27 IN SITEWORK & HIGHWAY CONSTRUCTION
HUGH C. LEWIS, VICE PRESIDENT OF OPER.	27 IN SITEWORK & HIGHWAY CONSTRUCTION
STEVE METAEO, PROJECT MANAGER	23 IN SITEWORK & HIGHWAY CONSTRUCTION
JAMES WEHUNT, SUPERINTENDENT	28 IN SITEWORK & HIGHWAY CONSTRUCTION
RAYMOND KING, SUPERINTENDENT	23 IN SITEWORK & HIGHWAY CONSTRUCTION
JEFF FOWLER, SUPERINTENDENT	33 IN SITEWORK & HIGHWAY CONSTRUCTION
DAVID TUTTEROW, SUPERINTENDENT	18 IN SITEWORK & HIGHWAY CONSTRUCTION

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Doraville, Georgia 30340-1558



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CREDIT INFORMATION SUMMARY

General Information:

Years in Business	87 yrs. - Since 1932
Date Incorporated	November 20, 1947
Type of Business	Corporation
Product/Service	Paving Contractor/Construction
FEI #	58-0623571
Dun and Bradstreet #	003316460
Standard Industrial Code	1611
Chairman	Donald B. Stewart, Jr.
President	Donald B. Stewart, III
Vice-President	William M. Stewart
CFO	W. Scurry Laws
Accounts Payable	Rebecca Brinson (770) 447-5810

Banking:

BB&T
Mr. Houston Bass
6475 Sugarloaf Parkway, 2nd Flr.
Duluth, GA 30097
Contact: Ms. Debbie Joell
Phone: (678) 957-3791
Fax (678) 957-3797

Credit References:

Yates Insurance Agency
2800 Century Parkway, Ste. 300
Atlanta, GA 30345
(404) 633-4321 (office)
(770) 633-1213 (fax)
Acct# STEWBRO-01

Vulcan Materials Company
PO Box 80730
Atlanta, GA 30366
Attn.: Richard Awtrey
awtreyr@vmcmail.com
Phone: (770) 454-3667
Fax: (770) 454-3704
Acct. # 9186-10448

Martin Marietta Materials
3019 Riverwatch Parkway
Augusta, GA 30907
Attn.: Lisa Cayruth
lisa.cayruth@martinmarietta.com
Phone - (706) 860-6359
Fax - (706) 868-6846
Acct# 250611



TAX COMPLIANCE

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: Stewart Bros., Inc.
 - Physical Location Address: 2480 Pleasantdale Road
Doraville, Georgia 30340
 - Federal Identification Number (FEI): 58-0623571
 - Have you ever been registered in the State of Georgia? Yes
 - If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI): 2-000-207-566-9
 - Sales and Use Tax Number: 214-242363
 - Withholding Tax Number: 879-7776-SN
 - What type of service will you perform? Asphalt Paving
 - Will you sell any tangible personal property or goods? No
 - Supplier's Affiliate's Name:
 - FEI:
 - STI:
 - Sales and Use Tax Number:
 - Withholding Tax Number:
- If there is more than one affiliate, please attach a separate sheet listing the information above.
- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name: W. Scurry Laws
 - Telephone Number: 770/447-5810
 - E-mail Address: slaws@stewartbrosinc.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided in the form will be submitted by the State Entity to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

STATE ENTITY: Please submit this form via email to DOR at tsd-state-contractors@dor.ga.gov for processing in accordance with the *Georgia Procurement Manual*.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

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.
STEWART BROS., 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.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2480 PLEASANTDALE ROAD

6 City, state, and ZIP code
DORAVILLE, GA 30340

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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	6	2	3	5	7	1
---	---	--	---	---	---	---	---	---	---	---

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 ▶ 3/25/2021

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.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

DRUG-FREE

Certification

Stewart Bros., Inc.

Has Been Certified As A
DRUG-FREE WORK PLACE

And Is Awarded this Certificate By The State Board of Workers' Compensation

April 09, 2020

This Day of

April 09, 2021

And Expires



F. J. McKay
CHAIRMAN

Stewart Brothers, Inc.
Equipment List

EQ #	Year	Manu	Model	Description
2313	2001	STRLG	M7500	WATER TRUCK
2314	2002	STRLG	M8500	SERVICE TRUCK
2315	2002	STRLG	M7500	WATER TRUCK
2316	2005	STRLG	ACTERRA	WATER TRUCK
2317	2006	STRLG	ACTERRA	WATER TRUCK
2448	1996	FORD	L8000	CEMENT TRUCK
2450	1996	FORD	L8000	WATER TRUCK
2451	1996	FORD	L8000	WATER TRUCK
2478	2018	MACK	GU713	TANDEM DUMP
2479	2018	MACK	GU713	TANDEM DUMP
2480	2018	MACK	GU713	TANDEM DUMP
2481	2018	MACK	GU713	TANDEM DUMP
2482	2018	MACK	GU713	TANDEM DUMP
2501	2001	STRLG	M8500ACT	SAND TRUCK
2610	2000	GMC	C7H042	DISTRIBUTOR
2612	2004	STRLG	ACTERRA	DISTRIBUTOR
2613	2016	KENWORTH	T370	DISTRIBUTOR
2614	2017	KENWORTH	T370	DISTRIBUTOR
2615	2017	KENWORTH	T370	DISTRIBUTOR
2707	1998	MACK	CH613	ROAD TRACTOR
2708	1999	MACK	CH-613	ROAD TRACTOR
2709	2002	MACK	CH613	ROAD TRACTOR
2710	2008	KW	W900B	ROAD TRACTOR
2801	2002	PETERBILT	357	CEMENT TRUCK
3015	1998	CAT	12H	MOTOR GRADER
3016	2000	CAT	12H	MOTOR GRADER
3017	2001	CAT	12H	MOTOR GRADER
3018	2003	CAT	12H	MOTOR GRADER
3019	2004	CAT	12H	MOTOR GRADER
3020	2005	KMTSU	GD555-3	MOTOR GRADER
3021	2006	KMTSU	GD555-3	MOTOR GRADER
3101	2000	BKNOX	DM-5500	SPREADER
3110	2003	BKNOX	PF-3200	SPREADER
3111	2004	BKNOX	PF-3172	SPREADER
3112	2006	BKNOX	PF-3172	SPREADER
3113	2007	BKNOX	PF-3172	SPREADER
3114	2015	VOGELE	5203-2i	SPREADER
3115	2017	VOGELE	1703-3i	SPREADER
3221	1989	BOMAG	BW 213PD	VIBR PADFOOT ROLLER
3229	1995	I-R	SD-100D	VIBR BASE ROLLER
3230	1995	I-R	SD-100F	VIBR PADFOOT ROLLER
3232	1996	CAT	CB-434C	7 TON VIBR ASPH ROLLER
3241	1998	I-R	SD-100D	VIBR BASE ROLLER
3242	1999	I-R	SD-100D	VIBR BASE ROLLER
3243	2001	I-R	SD-100D	VIBR BASE ROLLER
3244	2001	I-R	SD-100D	VIBR BASE ROLLER
3245	2006	I-R	SD-100D	VIBR BASE ROLLER

Stewart Brothers, Inc.
Equipment List

EQ #	Year	Manu	Model	Description
3270	1999	IRAND	DD-90	10 TON VIBR ASPH ROLLER
3271	1999	CAT	CB-434-C	7 TON VIBR ASPH ROLLER
3272	2000	IRAND	DD-28HF	3 TON VIBR ASPH ROLLER
3273	2000	IRAND	DD-28HF	3 TON VIBR ASPH ROLLER
3275	2002	IR	DD-70	7 TON VIBR ASPH ROLLER
3403	1994	CMI	RS-425	STABILIZER 400 HP
3404	2007	WIRTGEN	WR 2400	STABILIZER 500 HP
3405	2016	WIRTGEN	WR 250	STABILIZER 700 HP
3507	1995	WALDN	SW.MSTR	BROOM
3509	2003	WALDN	SM 250	BROOM
3510	2004	WALDN	SM-250	BROOM
3511	2006	WALDN	SM-250	BROOM
3512	2007	WALDN	SM-250	BROOM
3513	2016	SUPERIOR	SM80K	BROOM
3600	1960	TAMPO	SNG.DRUM	SHEEPSFOOT
3601	1960	GRACE	DBL.DRUM	SHEEPSFOOT
3602	1960	TAMPO	DBL.DRUM	SHEEPSFOOT
3715	1998	IRAND	PT-125R	TRAFFIC ROLLER
3716	1998	IRAND	PT-125R	TRAFFIC ROLLER
3717	1999	IRAND	PT-125R	TRAFFIC ROLLER
3718	2000	IRAND	PT-125R	TRAFFIC ROLLER
3719	2003	IRAND	PT-125R	TRAFFIC ROLLER
3720	2004	IRAND	PT-125R	TRAFFIC ROLLER
3721	2004	IRAND	PT-125R	TRAFFIC ROLLER
3722	2005	IRAND	PT-125R	TRAFFIC ROLLER
3810	1995	FORD	7810-S	WHEEL TRACTOR
3907	1996	ETNYR	SR35TLT1	LOWBOY TRAILER
3908	1999	ETNYR	SR35TLT1	LOWBOY TRAILER
3909	2005	ETNYR	R35TL-PS	LOWBOY TRAILER
3910	2010	ETNYR	R50TL3-PS	LOWBOY TRAILER
4002	2007	BOBCAT	S250	SKID-STEER LOADER
4003	2017	BOBCAT	S650	SKID-STEER LOADER
4004	2017	BOBCAT	S650	SKID-STEER LOADER
4117	2000	KWSKI	65ZIV-2	WHEEL LOADER
4118	2003	KMTSU	WA-250-3	WHEEL LOADER
4119	2003	KMTSU	WA-250-3	WHEEL LOADER
4120	2004	KMTSU	WA-200-5	WHEEL LOADER
4121	2006	KWSKI	65Z-V	WHEEL LOADER
4122	2006	KMTSU	WA-200-5	WHEEL LOADER
4123	2007	KMTSU	WA-200-5	WHEEL LOADER
4205	2001	CAT	420D	BACKHOE LOADER
4206	2004	DEERE	310SG	BACKHOE LOADER
4800	1969	ATHEN	166-16	HARROW
4903	1997	WANCO	WTSP110-	ARROW BOARD
4905	2003	WANCO	WTSP110	ARROW BOARD
5118	1998	WACKR	WP1550AW	TAMP VIBRA.
5121	1999	WACKR	WP1550AW	TAMP VIBRA.

Stewart Brothers, Inc.
Equipment List

EQ #	Year	Manu	Model	Description
5132	2004	WACKR	WP1550AW	VIBRA.TAMP
5133	2004	WACKR	WP1550AW	VIBRA.TAMP
5137	2006	WACKR	WP1550AW	VIBRA.TAMP
5138	2006	WACKR	WP1550AW	VIBRA.TAMP
5143	2014	WACKER	WP1550AW	VIBRA TAMP
5144	2014	WACKER	WP1550AW	VIBRA TAMP
5146	2016	WACKER	WP1550AW	VIBRA. TAMP
5147	20116	WACKER	WP1550AW	VIBRA TAMP
5148	2016	WACKER	WP1550AW	TAMP, VIBRA
5149	2016	WACKER	WP1550AW	VIBRA, TAMP
5150	2017	WACKER	WP1550AW	VIBRA, TAMP
5151	2018	WACKER	WP1550AW	TAMP VIBRA.
5152	2018	WACKER	WP1550AW	TAMP VIBRA.
5200	1997	HARDE	6`HD CUT	BUSH HOG
5300	1998	DFI	1200 GAL	SKID WATER TANK
5401	2003	BKNOX	MC-330	MTRL.TRNSFR.VEH
5402	2004	BKNOX	MC-330	MTRL.TRNSFR.VEH
5605	1998	HTC	20P23D	WIDENING SPREAD
5606	1977	JERSY	103	ROCK SPREADER
5701	2015	BOMAG	BW161AD-5	10 TON VIBR ROLLER
5801	2014	DYNAPAC	CC1200	3 TON VIBR ROLLER
5901	2008	CAT	CB-434D	7 TON VIBR ROLLER
5902	2017	HAMM	HD70iVV	7 TON VIBR ROLLER
6012	1995	MILLER	BOBCAT	WELDER (2287)
6014	1995	MILLER	BOBCAT	WELDER
6015	2002	MILLER	BLUESTAR 903585	WELDER
6018	2016	MILLER	BOBCAT 225	WELDER
6401	2004	WIRTGEN	1200 FT	MILLING MACHINE



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 17, 2019

CERTIFICATE OF QUALIFICATION
Vendor ID: 2ST570

Stewart Bros., Inc.
2480 Pleasantdale Road
Doraville, GA 30340

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: **\$191,400,000**

CERTIFICATE EXPIRES: **December 31, 2021**

PRIMARY WORK CLASS/CODE: **400**

SECONDARY WORK CLASS(ES)/CODE(S): **301, 310**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2021

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 Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	CONTACT NAME: PHONE (A/C, No, Ext): 404-633-4321 FAX (A/C, No): 404-633-1312 E-MAIL ADDRESS: certs@yatesins.com
INSURED Stewart Bros., Inc. 2480 Pleasantdale Road Doraville GA 30340	INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire Insurance Company INSURER B : Travelers Property Casualty Co of America INSURER C : Bridgefield Casualty Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 651584662 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			DTCO7G486556COF20	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒			8100N005950TIL20	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP2J9149752026	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	19300755	4/1/2020	4/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			QT6602J935577COF20	4/1/2020	4/1/2021	ACV \$1,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Lessor of Leased Equipment, Automobile Liability and Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability, Automobile Liability and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation; Per Project Aggregate applies to the General Liability. Blanket Loss Payee as respects Leased/Rented Equipment; 30-day Notice of Cancellation (other than non-payment of premium) in regards to General Liability, Automobile Liability and Umbrella Liability.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Stockbridge, Georgia 4640 North Henry Boulevard Stockbridge GA 30281	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
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ADDITIONAL REMARKS SCHEDULE

AGENCY Yates Insurance Agency		NAMED INSURED Stewart Bros., Inc. 2480 Pleasantdale Road Doraville GA 30340
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CGD604 0219 Blanket Additional Insured-Automatic Status if required by Written Contract (Contractors)

CGD316 0219 Contractors XTend Endorsement

CGT100 0219 Commercial General Liability Coverage Form-Conditions (P-N/C)

CGD211 0104 Designated Project(s) General Aggregate Limit

CAT353 0215 Business Auto Extension Endorsement (BL Waiver)

CAT499 Blanket Additional Insured-Primary and Non-Contributory With Other Insurance-Contractors (Auto)

EU0001 0716 Excess Follow-Form and Umbrella Liability Insurance (BL AI-Waiver)

WC000313 484 Waiver of Right to Recover from Others

CMT560 0110 Blanket Loss Payees

ILT405 0311 Designated Entity-Notice of Cancellation Provided By Us (GL-Auto-Umbr)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS
IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Through this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
 - d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

COMMERCIAL GENERAL LIABILITY

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

COMMERCIAL GENERAL LIABILITY

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

COMMERCIAL GENERAL LIABILITY

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

COMMERCIAL GENERAL LIABILITY

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

COMMERCIAL GENERAL LIABILITY

- (2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos fibers or products containing asbestos.
- t. **Employment-Related Practices**
- "Bodily injury" to:
- (1) A person arising out of any:
- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

COMMERCIAL GENERAL LIABILITY

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

COMMERCIAL GENERAL LIABILITY

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your email address, domain name or metadata, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

COMMERCIAL GENERAL LIABILITY

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
- a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

COMMERCIAL GENERAL LIABILITY

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Is caused in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

COMMERCIAL GENERAL LIABILITY

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed a part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

- (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

COMMERCIAL GENERAL LIABILITY

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";
 - (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;
 - (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or
 - (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.
- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in a representation provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

COMMERCIAL GENERAL LIABILITY

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than a "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

COMMERCIAL GENERAL LIABILITY

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building clearing, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building clearing, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

COMMERCIAL GENERAL LIABILITY

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

COMMERCIAL GENERAL LIABILITY

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
27. "Title" means a name of a literary or artistic work.
28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
30. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
31. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S)
GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.	GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.
A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above: 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate Designated Project General Aggregate(s) are scheduled above. 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A., except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C, regardless of the number of: a. Insureds; b. Claims made or "suits" brought; or c. Persons or organizations making claims or bringing "suits".	3. Any payments made under COVERAGE A. for damages or under COVERAGE C. for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above. 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit. B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

- 1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
 - 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. Where coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE –
CONTRACTORS**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
- This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:
- Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE**

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.
2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B –**

UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:

- a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
 - b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
 5. A "self-insured retention" does not apply to "crisis management service expenses".
 6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
 - a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
 - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
 - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.

UMBRELLA

2. We have no duty to defend any insured against any "suit":
- a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
- a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

- 1. The Named Insured shown in the Declarations; and
- ✓ 2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

- 1. The Named Insured shown in the Declarations is an insured.
- 2. If you are:

- a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker"

as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That

representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed;before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of SECTION II – WHO IS AN INSURED.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:
- 1. Insureds;
 - 2. Claims made or "suits" brought;
 - 3. Number of vehicles involved;
 - 4. Persons or organizations making claims or bringing "suits"; or
 - 5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of SECTION I – COVERAGES, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the

limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy; except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or

- (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have

the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;
- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up,

removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or
 - (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;

- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage A, the insured must:

- a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
- b. Comply with the terms of the "underlying insurance"; and
- c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".

4. With respect to Coverage B, the insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain necessary records and other information;
- c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage B may apply.

5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.

6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":

- a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
- b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

- 1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
- 2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
 - c. The nature and location of any injury or damage arising out of that "crisis management event"; and
 - d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

- 1. At any time during the policy period;
- 2. Up to three years after the end of the policy period; and
- 3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

- 1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
- 2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

- b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
 - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.

- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

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However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

✓ If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
- a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
 - b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

UMBRELLA

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
- a. Another insurance company;
 - b. Us or any of our affiliated insurance companies;
 - c. Any risk retention group;
 - d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
 - e. Any similar risk transfer or risk management method.
- "Other insurance" does not include:
- a. Any "underlying insurance"; or
 - b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all the work called for in your contract has been completed;
 - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.
9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:
- a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.
10. "Underlying insurance":
- a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

UMBRELLA

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads,

including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

- b. California's Song-Beverly Credit Card Act and any of its amendments; or
 - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
12. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
 - b. Vehicles maintained for use solely on or next to premises you own or rent.
 - c. Vehicles that travel on crawler treads.
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers.
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all

"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

- b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
- (1) Any person or organization other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

- a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

- a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage C:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
 - a. Damages covered by this Coverage A or Coverage B that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
 - b. Significant adverse regional or national media coverage.
3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
 - a. For the reasonable and necessary:
 - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

UMBRELLA

- (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
- b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.
- 4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
- 5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: February 6, 2020

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: April 1, 2020

Policy Number: 193-00755

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Stewart Bros., Inc.

WC 00 03 13 (Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

a. Adjust the loss or damage with you; and



POLICY NUMBER: DT-CO-7G486556-COF-20

ISSUE DATE: 04-04-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF
CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR
ORGANIZATION:
ANY PERSON OR ORGANIZATION
CONTINUED ON IL T8 03

ADDRESS:
2480 PLEASANTDALE ROAD

DORAVILLE
GA
30340

PROVISIONS:
If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: DT-CO-7G486556-COF-20

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
(IL T4 05 03 11)

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05 PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THE SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF
CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR
ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:

- 1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF
THE CANCELLATION OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN
IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZ-
ATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

PROVISIONS:
If we cancel this policy for any statutorily permitted
reason other than nonpayment of premium, and a
number of days is shown for cancellation in the
schedule above, we will mail notice of cancellation to
the person or organization shown in the schedule
above. We will mail such notice to the address shown
in the schedule above at least the number of days
shown for cancellation in the schedule above before
the effective date of cancellation.

POLICY NUMBER: CUP-2J914975-20-26

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF
CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

PERSON OR
ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU
HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY
WILL BE GIVEN, BUT ONLY IF:

- 1. YOU SEND US A WRITTEN REQUEST TO
PROVIDE SUCH NOTICE, INCLUDING THE
NAME AND ADDRESS OF SUCH PERSON OR
ORGANIZATION, AFTER THE FIRST NAMED
INSURED RECEIVES NOTICE FROM US OF
THE CANCELLATION OF THIS POLICY; AND
- 2. WE RECEIVE SUCH WRITTEN REQUEST AT
LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN
IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZ-
ATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

PROVISIONS:

If we cancel this policy for any statutorily permitted
reason other than nonpayment of premium, and a
number of days is shown for cancellation in the
schedule above, we will mail notice of cancellation to
the person or organization shown in the schedule

above. We will mail such notice to the address shown
in the schedule above at least the number of days
shown for cancellation in the schedule above before
the effective date of cancellation.

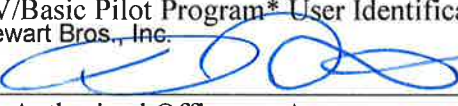
SECTION VI

CONTRACTOR AFFIDAVIT AND AGREEMENT

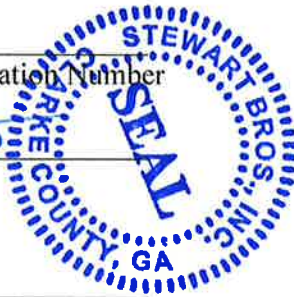
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation that is contracting with the City of Stockbridge, Georgia, has registered with and is participating in a federal work authorization program* [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 Stockbridge, Georgia, contractor will secure from each 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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to City of Stockbridge, Georgia at the time the subcontractor(s) is retained to perform such service.

54973
EEV/Basic Pilot Program* User Identification Number
Stewart Bros., Inc.


BY: Authorized Officer or Agent
(Contractor Name)

March 25, 2021
Date



President
Title of Authorized Officer of Contractor

Donald B. Stewart, III
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 25th DAY OF March, 2021


Notary Public I

My Commission Expires: August 25, 2021

*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).



RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VII

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Stewart Bros., Inc. (name of contractor) on behalf of City of Stockbridge, Georgia, has registered with and is participating in a federal work authorization program*[or 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.

59784
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Subcontractor Name)

March 17, 2021
Date

Stewart Bros. Inc.
Title of Authorized Officer or Agent of Subcontractor

KIMBEL STOKES
General Manager

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 17 DAY OF March

Notary Public

My Commission Expires: April 24, 2023



*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VII

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Stewart Bros, Inc. (name of contractor) on behalf of City of Stockbridge, Georgia, has registered with and is participating in a federal work authorization program*[or 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.

41699
EEV/Basic Pilot Program* User Identification Number

[Signature]
BY: Authorized Officer or Agent
(Subcontractor Name)

3-22-2021
Date

Estimator
Title of Authorized Officer or Agent of Subcontractor

Andy Holland
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 22nd DAY OF March, 2021

[Signature]
Notary Public

My Commission Expires: 7-24-2021

*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VIII

FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Stockbridge, Georgia (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Construction Drawings & Specifications.

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of Stockbridge, Georgia’s “2021 LMIG Program” project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge’s “2021 LMIG Program - ITB# 2021-0001” project.

ARTICLE 3 – ENGINEER (OWNER’S REPRESENTATIVE)

- 3.01 The Project has been designed by Falcon Design Consultants, LLC (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph

SECTION VIII

14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. For all Work at the Unit Price Base Bid of: _____ **DOLLARS (\$0.00)**
- B. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of PAYMENTS*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

SECTION VIII

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site;

SECTION VIII

information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. Payment Bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions
 - 6. Technical Specifications.
 - 7. Drawings (Location Maps)
 - 8. Addenda.
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.

SECTION VIII

- b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Certificate of Insurance.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract 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.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part

SECTION VIII

thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

1. *Indemnification:* The CONTRACTOR shall indemnify and hold harmless the OWNER and Consulting ENGINEER (also known as Falcon Design Consultants, LLC) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. 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 Clause. In any and all claims against the OWNER or the Consulting ENGINEER (Falcon Design Consultants, LLC) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not

SECTION VIII

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 workman's compensation acts, disability benefit acts or other employee benefit acts.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

City of Stockbridge, Georgia

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

4640 North Henry Boulevard

Stockbridge, GA 30281

Phone: (770) 389-7900

Phone: _____

GDOT Prequalification Certificate No:

(Where applicable)

Agent for service of process:

SECTION IX

NOTICE TO PROCEED



Date: _____

Project: 2021 LMIG Program

Owner: City of Stockbridge, Georgia

Owner's Contract No.: ITB# 2021-0001

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____, On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Completion is _____, and the number of consecutive calendar days to achieve Substantial Completion is 75, and the number of consecutive calendar days to achieve readiness for Final Completion including Closeout Documents is 20.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Contractor:

Owner: **City of Stockbridge, Georgia**

Authorized Signature

Authorized Signature

Title

Title

Date

Date

SECTION X

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT

Effective Date of
Agreement:

Amount: \$_____.

Description (*Name and Location*): 2021 LMIG Program

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION X

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

SECTION X

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor ceased working or within two years after 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.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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.

11. Definitions.

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

SECTION X

- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

SECTION XI

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount: \$_____.

Description (Name and Location): 2021 LMIG Program

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

Print Name

Title

Attest: _____
Signature

Title

By: _____
Signature (Attach Power of Attorney)

Print Name

Title

Attest: _____
Signature

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION XI

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to 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 Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to 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 or equipment 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 Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had 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 Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. 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 Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the

SECTION XI

Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. 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. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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 of any person or entity appearing to be a potential beneficiary of this Bond, 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 Contractor, or with a first-tier subcontractor of 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

SECTION XII

CERTIFICATE OF CONTRACTOR'S ATTORNEY

I, the undersigned, _____, the duly authorized and
acting legal representative of (Contractor) _____,
do hereby certify as follows:

I have examined the attached Contract and Performance and Payment Bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIII

CERTIFICATE OF OWNER'S ATTORNEY



I, the undersigned, _____, the duly authorized and acting legal representative of the **City of Stockbridge, Georgia**, do hereby certify as follows:

I have examined the attached Contract and the manner of execution thereof by the authorized City representatives, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the City of Stockbridge, Georgia; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIV

GENERAL CONDITIONS

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology.....	4
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed	6
2.04 Starting the Work.....	6
2.05 Before Starting Construction	6
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules	7
Article 3 – Contract Documents: Intent, Amending, Reuse.....	7
3.01 Intent.....	7
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	9
3.06 Electronic Data.....	9
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	10
4.03 Differing Subsurface or Physical Conditions.....	10
4.04 Underground Facilities	12
4.05 Reference Points	12
4.06 Hazardous Environmental Condition at Site.....	13
Article 5 – Bonds and Insurance	14
5.01 Performance, Payment, and Other Bonds	14
5.02 Licensed Sureties and Insurers	15
5.03 Certificates of Insurance	15
5.04 Contractor’s Insurance	15
5.05 Owner’s Liability Insurance	17
5.06 Property Insurance	17
5.07 Waiver of Rights	17
5.08 Receipt and Application of Insurance Proceeds	18
5.09 Acceptance of Bonds and Insurance; Option to Replace.....	18
5.10 Partial Utilization, Acknowledgment of Property Insurer	18

SECTION XIV

Article 6 – Contractor’s Responsibilities	18
6.01 Supervision and Superintendence	18
6.02 Labor; Working Hours.....	19
6.03 Services, Materials, and Equipment	19
6.04 Progress Schedule	19
6.05 Substitutes and “Or-Equals”	19
6.06 Concerning Subcontractors, Suppliers, and Others	22
6.07 Patent Fees and Royalties	23
6.08 Permits.....	23
6.09 Laws and Regulations	24
6.10 Taxes	24
6.11 Use of Site and Other Areas	24
6.12 Record Documents.....	25
6.13 Safety and Protection	25
6.14 Safety Representative	26
6.15 Hazard Communication Programs	26
6.16 Emergencies	26
6.17 Shop Drawings and Samples	26
6.18 Continuing the Work	28
6.19 Contractor’s General Warranty and Guarantee.....	28
6.20 Indemnification	29
6.21 Delegation of Professional Design Services	30
Article 7 – Other Work at the Site.....	30
7.01 Related Work at Site	30
7.02 Coordination.....	31
7.03 Legal Relationships.....	31
Article 8 – Owner’s Responsibilities	31
8.01 Communications to Contractor.....	31
8.02 Replacement of Engineer.....	32
8.03 Furnish Data	32
8.04 Pay When Due	32
8.05 Lands and Easements; Reports and Tests	32
8.06 Insurance	32
8.07 Change Orders.....	32
8.08 Inspections, Tests, and Approvals	32
8.09 Limitations on Owner’s Responsibilities	32
8.10 Undisclosed Hazardous Environmental Condition.....	32
8.11 Evidence of Financial Arrangements	33
8.12 Compliance with Safety Program.....	33
Article 9 – Engineer’s Status During Construction	33
9.01 Owner’s Representative	33
9.02 Visits to Site	33
9.03 Project Representative	33
9.04 Authorized Variations in Work	34
9.05 Rejecting Defective Work	34
9.06 Shop Drawings, Change Orders and Payments	34

SECTION XIV

9.07	Determinations for Unit Price Work	34
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	34
9.09	Limitations on Engineer's Authority and Responsibilities	35
9.10	Compliance with Safety Program	35
Article 10	– Changes in the Work; Claims	36
10.01	Authorized Changes in the Work	36
10.02	Unauthorized Changes in the Work	36
10.03	Execution of Change Orders	36
10.04	Notification to Surety	36
10.05	Claims	37
Article 11	– Cost of the Work; Allowances; Unit Price Work	37
11.01	Cost of the Work	37
11.02	Allowances	40
11.03	Unit Price Work	40
Article 12	– Change of Contract Price; Change of Contract Times	41
12.01	Change of Contract Price	41
12.02	Change of Contract Times	42
12.03	Delays	42
Article 13	– Tests and Inspections; Correction, Removal or Acceptance of Defective Work	43
13.01	Notice of Defects	43
13.02	Access to Work	43
13.03	Tests and Inspections	43
13.04	Uncovering Work	44
13.05	Owner May Stop the Work	44
13.06	Correction or Removal of Defective Work	45
13.07	Correction Period	45
13.08	Acceptance of Defective Work	46
13.09	Owner May Correct Defective Work	46
Article 14	– Payments to Contractor and Completion	47
14.01	Schedule of Values	47
14.02	Progress Payments	47
14.03	Contractor's Warranty of Title	50
14.04	Substantial Completion	50
14.05	Partial Utilization	50
14.06	Final Inspection	51
14.07	Final Payment	51
14.08	Final Completion Delayed	52
14.09	Waiver of Claims	53
Article 15	– Suspension of Work and Termination	53
15.01	Owner May Suspend Work	53
15.02	Owner May Terminate for Cause	53
15.03	Owner May Terminate For Convenience	54
15.04	Contractor May Stop Work or Terminate	55

SECTION XIV

Article 16 – Dispute Resolution	55
16.01 Methods and Procedures	55
Article 17 – Miscellaneous	56
17.01 Giving Notice	56
17.02 Computation of Times	56
17.03 Cumulative Remedies	56
17.04 Survival of Obligations	56
17.05 Controlling Law	56
17.06 Headings	56

SECTION XIV

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

SECTION XIV

Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

SECTION XIV

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

SECTION XIV

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

SECTION XIV

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

SECTION XIV

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 15th day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 15 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during

SECTION XIV

performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

SECTION XIV

- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

SECTION XIV

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole

SECTION XIV

risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Not Used

4.03 Differing Subsurface or Physical Conditions

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 - 1. is of such a nature as to require a change in the Contract Documents; or

SECTION XIV

2. differs materially from that shown or indicated in the Contract Documents; or
3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

SECTION XIV

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor

SECTION XIV

shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which

SECTION XIV

such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. Not Used
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

SECTION XIV

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

SECTION XIV

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence

SECTION XIV

satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

Not Used

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

SECTION XIV

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Not Used
- B. Not Used

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

Not Used

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

SECTION XIV

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material

SECTION XIV

or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

SECTION XIV

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes

SECTION XIV

in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

SECTION XIV

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. Not Used
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

SECTION XIV

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

SECTION XIV

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

SECTION XIV

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

SECTION XIV

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

SECTION XIV

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is

SECTION XIV

not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

SECTION XIV

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials

SECTION XIV

and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

SECTION XIV

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Not Used

SECTION XIV

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

SECTION XIV

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

SECTION XIV

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

SECTION XIV

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

SECTION XIV

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment

SECTION XIV

in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

SECTION XIV

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

SECTION XIV

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

SECTION XIV

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or

SECTION XIV

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

SECTION XIV

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

SECTION XIV

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will

SECTION XIV

conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

SECTION XIV

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

SECTION XIV

resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend

SECTION XIV

payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in

SECTION XIV

Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Twenty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

SECTION XIV

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part

SECTION XIV

of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. Not Used

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

SECTION XIV

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

SECTION XIV

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

SECTION XIV

3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 7 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. Not Used
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION XIV

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

SECTION XIV

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the State of Georgia.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION XV

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 3 printed or hard copies of this the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.**

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety:

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. Not Used.**

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**
 - 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:**

SECTION XV

- a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$1,000,000
2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- a. General Aggregate \$1,000,000
 - b. Products - Completed Operations Aggregate \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - ☐ General Aggregate \$1,000,000
 - ☐ Each Occurrence \$1,000,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000

SECTION XV

- b. **Property Damage:**
Each Accident
Annual Aggregate

\$1,000,000
\$1,000,000

SC-6.11 *Use of Site and Other Areas*

SC-6.11 Add the following new paragraphs immediately after Paragraph 6.11.D:

- E. Contractor shall work with Owner and Engineer as required by law to comply with current State of Georgia Department of Natural Resources permit requirements. Contractor shall be responsible for developing and implementing a land disturbing activity plan, erosion control plan and temporary erosion control measures which comply with the State of Georgia Sediment and Erosion Control BMP standards, as set forth in manuals, practices and procedures promulgated by the State and local governing authorities, including but not limited to the most recent edition of the Manual for Erosion and Sediment Control in Georgia.
- F. From the issuance date of a notice to proceed, or the date the Contractor begins work, whichever event occurs first, the Contractor shall be responsible for the project site. The escape of sediment from the site shall be prevented by Contractor's installation and maintenance of temporary erosion control measures and practices at the Contractor's expense. All appropriate erosion control measures shall be installed prior to any land disturbing activity. Erosion control measures shall be monitored by Contractor on a daily basis and repaired or restored until permanent erosion control measures are established and the Work is complete.

SC-6.17 *Shop Drawings and Samples*

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

SECTION XV

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-7.0 *Contract Drawings – Inclusion of Project Sketch as Stated:*

SC-7.1 **The contract sketch “CITY OF STOCKBRIDGE, GEORGIA; ROAD PAVING LAYOUT MAP; 2021 LMIG PROGRAM” is included as an addition to these Contract Documents and attached to these Supplementary Conditions along with three (4) maps that enlarge the project areas.**

SC-8.0 *Supplemental Technical Specifications as Stated:*

SC-8.1 **Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for the “City of Stockbridge, Georgia – ITB# 2021-0020 - 2021 LMIG Program” shall be per the “Georgia Department of Transportation – Standard Specifications Construction of Transportation Systems – April 18, 2013 or latest revision” (Note: Local Standards take precedence over GDOT specifications related to conflicting guidelines, plans, and/or specifications.)**

SC-9.0 *Road Resurfacing List and Recommendations:*

The following list includes all roads that comprise the Stockbridge 2021 LMIG program. Roadways are listed in no particular order. All dimensions shown are approximate and for estimating purposes only.

- **ADDY LANE** - from Davidson Parkway to Walter Way: approximately 2615 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - remove and replace (2) rubber speed bumps with end caps;
 - stop bars adjacent to all stop signs.
- **TOWNSEND BEND** - from Addy Lane to Walter Way: approximately 1991 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.

SECTION XV

- **KALILYNE DRIVE** - from Addy Lane to Townsend Bend: approximately 560 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **WINSAP DRIVE** - from Townsend Bend to Walter Way: approximately 505 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **SEABOARD DRIVE** - from Old Atlanta Road to Northbridge Drive: approximately 1327 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 700 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
 -
- **CARRIAGE LAKE DRIVE** - from Walt Stephens Road to Walt Stephens Road: approximately 3070 linear feet x 23-foot nominal width; with (2) accel/decel lanes and (1) island entrance;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 900 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs;
 - right-turn arrow;
 - left-turn arrow;
 - 5" wide yellow solid center line approximately 30 L.F.

SECTION XV

- **CHADWICK COMMONS** - from Fairgreen Trail to Anglewood Trace: approximately 2135 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 2000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **ANGLEWOOD TRAIL** - from Monarch Village Way to Chadwick Commons: approximately 2386 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1500 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **CLIFF LAKE TRAIL** - from Monarch Village Way to Lilly Glen Lane: approximately 956 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **PATHWOOD LANE** - from Monarch Village Way to Vista Creek Drive: approximately 2020 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface with 1-inch Permafex from Monarch Village Way to Fernwalk Court;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.

SECTION XV

- **VISTA CREEK DRIVE** - from Pathwood Lane to Winter View Way: approximately 2665 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **SERENE WATERS TRAIL** - from Cul-de-Sac to Cul-de-Sac: approximately 1225 linear feet x 21-foot nominal width; with (2) 80' diameter Cul-de-Sac and (1) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade.
- **HARVICK CIRCLE** - from Parkland Drive to Parkland Drive: approximately 2715 linear feet x 23-foot nominal width; with (2) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - remove and replace (2) rubber speed bumps with end caps;
 - stop bars adjacent to all stop signs.
- **SUMMIT VIEW DRIVE** - from State Route 42 to Sawtooth Lane: approximately 6530 linear feet x 23-foot nominal width; with (1) accel/decel lane, (1) island entrance and (1) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 500 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs;
 - right-turn arrow;
 - left-turn arrow;
 - 5" wide yellow solid center line approximately 30 L.F.

SECTION XV

- **McKINLEY LOOP** - from Summit View Drive to Summit View Drive: approximately 1496 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.

SECTION XVI

PROJECT MAPS

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.

1.02 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. The record lengths, dimensions, quantities, etc. shall be determined by the Contractor and the Owner's Representative at the submittal of each Contractors Pay Application.
- C. Pavement will be paid for on a per ton basis at the specified thickness compacted and in place.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the BID.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for the item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials and for

performing all operations required to provide to the Owner the entire Project complete, in place, as specified and as indicated on the Drawings.

END OF SECTION

SECTION 01100

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Contract description.
 2. Work sequence.
 3. Specification conventions.

1.2 CONTRACT DESCRIPTION

A. PROJECT SUMMARY

1. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project in accordance with the Contract Documents. City of Stockbridge, Georgia's "2021 LMIG Program" project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-???? "2021 LMIG Program" project.

B. WORK SEQUENCE

1. The contractor is responsible for sequencing of work to provide a project that has continuous operation of the existing collection system without having an impact on the customers served by this system.
2. The contractor shall edge mill along the face of all gutters a minimum depth of 1-1/2" to a maximum depth of 2-1/2" from the surface of the gutter depending upon the resurfacing system specified. This milling shall be a minimum of (6) feet wide with the opposite edge flush to the surface of the existing asphalt pavement.
3. Patching shall be a minimum of (6) feet wide and have a minimum depth of 3" and a maximum depth of 4" from the surface of the existing asphalt pavement.
4. The contractor shall adjust to grade all existing manholes and valve in the existing pavement with the use of approved steel ring inserts to maintain these structures at the new height of pavement.
5. All striping required for this project shall be thermoplastic paint in accordance with GDOT standards. No striping shall be performed for a minimum of (14) days after the placement of the new asphalt surface.
6. All striping shall match any striping that existed prior to the roadway resurfacing unless otherwise stated.

1.3 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
- B. Specifications are contained within the Contract Drawings and the Contract Documents and Technical Specifications.
- C. Applicable building and safety codes have been referenced in these documents and are utilized as fully developed project requirements and specifications for this project.

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change procedures.
- E. Defect assessment.
- F. Unit prices.
- G. Lump Sum prices.
- H. Alternates.

1.2 CONTINGENCY ALLOWANCES

- A. Include in Contract a stipulated sum/price of **\$50,000** for use only upon Owner's written instruction as a contingency allowance.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order and as directed by the Owner.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

- A. Submit construction schedule on Contractor's standard form or electronic media printout will be considered for this use.
- B. Submit Schedule of Values as electronic file to Project website within 10 days after date of Owner-Contractor Agreement.
- C. Format: Use Bid Form of this Project Manual. Identify each line item with number. Also, identify Contingency Allowance.

- D. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

- A. Submit three copies of each Application for Payment on Contractor's electronic media driven form on the 25th of each month.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Monthly.
- E. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction digital images specified in Section 01330 - Submittal Procedures.
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Record Documents as specified in Section 01700 - Execution Requirements, for review by Engineer, which will be returned to Contractor.
 - 4. Affidavits attesting to off-Site stored products.
 - 5. Construction Progress Schedule, revised and current as specified in Section 01330 - Submittal Procedures.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
 - 1. Use AIA G716 - Request for Information for requesting interpretations.
 - 2. Engineer may respond with a direct answer on the Request for Information form, issue a Clarification Notice, issue a Field Order, or submit a Change Order Request (Proposal).
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Contract Time by issuing supplemental instructions on a Field Order.

- E. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within five (5) days.
- F. Stipulated Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- G. Work Directive Change: Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Price or Contract Time. Promptly execute change.
- H. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- I. Change Order Forms: EJCDC C-941 - Change Order.
- J. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- K. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but price will be adjusted to new price at discretion of Engineer and Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer, and price will be adjusted to new price at discretion of Engineer and Owner.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage price reduction.
- F. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.

G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.7 UNIT PRICES

- A. Unit prices shown on the bid form are complete and inclusive of all labor and materials equipment and all other appurtenances necessary to provide the specified measured unit for each item in the bid form in accordance with the Contract Documents and Technical Specifications.

1.8 LUMP SUM PRICES

- A. Lump Sum prices shown on the Bid Form are complete and inclusive of all labor, materials, equipment, and all other appurtenances necessary to provide a complete work in accordance with the Contract Documents and Technical Specifications.

1.9 ALTERNATES

- A. Alternate methods, materials or other items addressed by the Contract Documents and Technical Specifications that were not submitted and approved prior to the submission of the bids will not be addressed after the execution of the Contract Documents.

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- C. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Engineer, Architect, Owner, appropriate governmental agency representatives, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing parties in Contract, and Engineer.
 - 3. Communication procedures.
 - 4. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
 - 6. Critical Work sequencing.
- D. Contractor: Record minutes and distribute copies to all participants for review, comments, and corrections, within 24 hours after meeting. Participants have 24 hours to address any issues with Contractor's minutes and Contractor will issue final meeting minutes to all participants within three (3) days.

1.4 SITE MOBILIZATION MEETING – Not Used

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- B. Arrange for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractor, and Engineer, Architect, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on Progress Schedule and coordination.
 - 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to all participants for review, comments, and corrections, within 24 hours after meeting. Participants have 24 hours to address any issues with Contractor's minutes and Contractor will issue final meeting minutes to all participants within three (3) days.

1.6 CLOSEOUT MEETING

- A. A final closeout meeting will be held at the request of the Contractor to review the completed project, produce final project punch list, and the Contractor will deliver all required closeout documents, attic stock, material specifications, warranties, operation and maintenance manuals, and all other related documents.
- B. Attendance Required: Job superintendent, Contractor, and Engineer, Owner, as appropriate to agenda topics for meeting.

END OF SECTION

SECTION 01323

CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Bar chart schedules.
- D. Review and evaluation.
- E. Updating schedules.
- F. Distribution.

1.2 SUBMITTALS

- A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary construction schedule defining planned operations for first 60 days of Work, with general outline for remainder of Work.
- B. Submit updated schedules with each Application for Payment.
- C. Submit network schedules under transmittal letter form specified in Section 01330 - Submittal Procedures or submit electronic construction schedules via email as PDF electronic file
- D. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- E. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.
 - 3. Work planned during the next period.
 - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.

5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in scheduling with experience in scheduling construction work of complexity comparable to the Project
- B. Contractor's Administrative Personnel: Having experience in using and monitoring schedules on comparable Projects.

1.4 Not Used

1.5 Not Used

1.6 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Project closeout and cleanup.
 - c. Work sequences, constraints, and milestones.
 2. Listings identified by Specification Section number.
 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

1.7 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

1.8 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial and Total Completion.
- F. Submit sorts as required to support recommended changes.

1.9 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Shop Drawings.
- G. Samples.
- H. Other submittals.
- I. Design data.
- J. Test reports.
- K. Certificates.
- L. Manufacturer's instructions.
- M. Construction digital images.
- N. Contractor review.
- O. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer-accepted form.

- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Engineer at business address or submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 10 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01323 - Construction Progress Schedules.

1.5 PROPOSED PRODUCT LIST

- A. Within 10 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus three (3) copies Engineer will retain.
- C. Submit electronic submittals via email as PDF electronic files.
- D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- E. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.7 ELECTRONIC GIS FILES OF PROJECT DRAWINGS

- A. Electronic GIS Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic GIS Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. GIS files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.

5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.
- E. Submit electronic submittals via email as PDF electronic files.
- F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 1. Submit to Engineer for aesthetic, color, and finish selection.
 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.

- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01700 - Execution Requirements.
- B. Permits: Within 15 days after date of Owner-Contractor Agreement, submit a list of permits and licenses to be obtained, identifying the granting agency and the required date of permit submittal.

1.11 DESIGN DATA

- A. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract Administrator and for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.13 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.14 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.15 MANUFACTURER'S FIELD REPORTS – Not Used

1.16 ERECTION DRAWINGS – Not Used

1.17 CONSTRUCTION DIGITAL IMAGES

- A. Provide digital images of Site and construction throughout progress of Work.
- B. Each month submit digital images with Application for Payment.
- C. Digital Images: Deliver complete set of digital image electronic files on CD-ROM to Owner with Project record documents. Identify electronic media with date digital images were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed JPEG format, produced by digital camera with minimum sensor size of 12.0 megapixels, and image resolution of not less than 2240 by 1680 pixels.
 - 2. Date and Time: Include date and time imprinted on each image.
 - 3. Include a photo log identifying each digital image by filename and containing a description of the activity, issue or object shown by the digital image.

1.18 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.

- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.19 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Work Change Directive.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS – See specifications and Contract Drawings for specific product requirements.

1.7 TESTING AND INSPECTION SERVICES

- A. Contractor will employ and pay for specified services of an independent testing firm to perform testing and inspection related work if required by the Contract Documents.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
- C. Contractor will be responsible for coordination and scheduling of all required testing in accordance with the contract documents and as directed by the Engineer and Owner.

- D. Testing, inspections, and source quality control may occur on or off Project Site.
Perform off-Site testing as required by Engineer.

1.8 MANUFACTURER'S FIELD SERVICES – Not Used

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Temporary facilities under Construction Management Agreement.

B. Temporary Utilities:

1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary water service.
4. Temporary sanitary facilities.

C. Construction Facilities:

1. Vehicular access.
2. Parking.
3. Progress cleaning and waste removal.
4. Traffic regulation.
5. Fire-prevention facilities.

D. Temporary Controls:

1. Barriers.
2. Enclosures and fencing.
3. Security.
4. Water control.
5. Dust control.
6. Erosion and sediment control.
7. Noise control.
8. Pollution control.

E. Removal of utilities, facilities, and controls.

1.2 REFERENCES – Not Used

1.3 TEMPORARY FACILITIES UNDER AGREEMENT

A. Temporary Provisions Provided by Contractor:

1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures is required.
2. Temporary field office as required.
3. Cleaning during construction.
4. Access to existing facilities.
5. Temporary sanitary facilities.
6. Temporary electrical service and distribution system for power and lighting.
7. Temporary telephone and internet service.

- B. Contractor: Coordinate provisions with Construction Manager and provide the following items as necessary for execution of the Work including associated costs:
1. Construction aids.
 2. Temporary fire protection, dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.
 3. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
 4. On Construction Manager's approval, may provide temporary field office including electrical service and temporary telephone.
 5. Temporary HVAC before building enclosure.
 6. Electrical service required in addition to temporary service and distribution provided by Construction Manager.
 7. Temporary provisions for protection of installed Work.

1.4 TEMPORARY ELECTRICITY

- A. Provide and pay for power service required from utility source as needed for construction operation.

1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and pay for lighting systems as needed to maintain specified conditions for construction operations.

1.6 TEMPORARY HEATING

- A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.

1.7 TEMPORARY COOLING

- A. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.

1.8 TEMPORARY VENTILATION

- A. Provide and pay for ventilation devices as needed to maintain specified conditions for construction operations.

1.9 COMMUNICATION SERVICES

- A. Provide and pay for communication devices as needed to maintain specified services during construction operations.

1.10 TEMPORARY WATER SERVICE

- 1.11 Provide and pay for suitable water services as needed to maintain specified conditions for construction operations.

1.12 TEMPORARY SANITARY FACILITIES

- A. Provide and pay for suitable sanitary services as needed to maintain specified conditions for construction operations.

1.13 FIELD OFFICES AND SHEDS – Not Used

1.14 VEHICULAR ACCESS

- A. Contractor to develop vehicle access plan as needed.
- B. Contractor to locate on drawings for Engineers approval.
- C. Provide unimpeded access for emergency vehicles. Maintain 20 foot-wide driveways with turning space between and around combustible materials.
- D. Provide and maintain access to fire hydrants free of obstructions.
- E. Provide means of removing mud from vehicle wheels before entering streets.

1.15 PARKING

- A. Provide temporary surface parking areas to accommodate construction personnel.
- B. Contractor to locate on drawings for Engineers approval.
- C. If Site space is not adequate, provide additional off-Site parking.
- D. Use of existing on-Site streets and driveways used for construction traffic is not permitted. Tracked vehicles are not allowed on paved areas.
- E. Do not allow heavy vehicles or construction equipment in parking areas.
- F. Do not allow vehicle parking on existing pavement.
- G. Maintenance:
 - 1. Maintain traffic and parking areas in sound condition.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- H. Removal, Repair:
 - 1. Remove temporary materials and construction at Substantial Completion.
 - 2. Repair existing facilities damaged by use, to original condition.

- I. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.16 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

1.17 PROJECT IDENTIFICATION – Not Used

1.18 TRAFFIC REGULATION

- A. Signs, Signals, and Devices:

1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
2. Traffic Control Signals: As approved by local jurisdictions.
3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
4. Flag Person Equipment: As required by authorities having jurisdiction.

- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

- D. Haul Routes:

1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
2. Confine construction traffic to designated haul routes.
3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

- E. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.

1.19 FIRE-PREVENTION FACILITIES

- A. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

- B. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.

1. Provide minimum of one fire extinguisher in every piece of equipment utilized.

1.20 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
 - 1. Provide barricades required by authorities having jurisdiction for public rights-of-way
- B. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.21 ENCLOSURES AND FENCING

- A. Construction: Contractor's option for temporary enclosures and fencing to be approved by Engineer.

1.22 SECURITY

- A. Security Program:
 - 1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.
 - 2. Maintain program throughout construction period until directed by Engineer.
- B. Entry Control:
 - 1. Restrict entrance of persons and vehicles to Project Site.
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Maintain log of workers and visitors and make available to Owner on request.

1.23 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.24 EROSION AND SEDIMENT CONTROL

- A. Contractor to provide all erosion and sediment control BMPs in accordance with the Georgia Department of Natural Resources – Environmental Protection Division “Manual for Erosion and Sediment Control in Georgia” 2016 Edition, or latest.

1.25 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise from personnel and noise produced by construction operations.

1.26 PEST AND RODENT CONTROL – Not Used

1.27 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

1.28 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations to minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.

- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01630 - Product Substitution Procedures.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01630

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Proposals for substitution of products, methods, etc. must be submitted to the Engineer in writing a minimum of 10 working days prior to the submission of bids. Requests for substitutions may only be submitted by licensed contractors that are listed on the Plan Holder list. Do not bid substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 01600 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Document - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period only.
- B. Substitutions may be considered after the bid process when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article and Paragraph numbers in Specification Section.

4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
5. Changes required in other Work.
6. Availability of maintenance service and source of replacement parts as applicable.
7. Certified test data to show compliance with performance characteristics specified.
8. Samples when applicable or requested.
9. Other information as necessary to assist Engineer's evaluation.

D. A request constitutes a representation that Bidder:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner for review or redesign services by Engineer associated with reapproval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

1. Submit requests for substitutions on Bidders standard form of document.
2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
4. Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Document - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period.

B. Document each request with:

1. Installer's qualifications.
2. Installer's experience in work similar to that specified.
3. Other information as necessary to assist Engineer's evaluation.

C. Substitution Submittal Procedure:

1. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.

2. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01700

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Project record documents.
- C. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
 - 2. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 - 3. Obtain and submit releases enabling Owner's full, unrestricted use of Project. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 - 4. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
 - 1. When Contractor considers Work to be substantially complete, submit to Engineer:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 - 2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 - 3. Should Engineer determine that Work is not substantially complete:
 - a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
 - c. Engineer will reinspect Work.

- d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
 - 4. When Engineer finds that Work is substantially complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 - 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
 - 1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 - 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
 - f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
 - g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
 - 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
 - 1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Engineer consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
 - c. Engineer will reinspect Work.

- d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.3 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Digital Photos and Videos required by the Contract Documents.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
 - 1. Provide GIS survey date based upon State Plane Coordinate System of all improvements including all subsurface structures as required by the Contract Documents.
 - 2. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
 - 3. Include locations of concealed elements of the Work.
 - 4. Identify and locate existing buried or concealed items encountered during Project.
 - 5. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 6. Field changes of dimension and detail.
 - 7. Details not on original Drawings.
- G. Project Videos: Digital videos of the complete project area and adjacent properties are required to be produced within 72-hours prior to commencing the construction related activities for this project. Videos are to be submitted to the Owner and Engineer prior to beginning any work.
- H. Project Photos and Photo Logs: Digital photos are to be taken periodically during the construction of the project. These photos are to have a minimum resolution of 12 megapixels and have a full Time/Date stamp affixed to each photo. Digital

photos are to be submitted with the monthly pay request to the Owner and Engineer.

- I. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.
- J. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.4 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections for one year during warranty period.
- B. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 01720

RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.
- B. Record documents include, but are not limited to:
 - 1. Drawings;
 - 2. Specifications;
 - 3. Change orders and other modifications to the Contract;
 - 4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
 - 5. Reviewed shop drawings, product data and samples;
 - 6. Videos, photos, and written records related to the project;
 - 7. Test records.
- C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Storage
 - 1. Store documents and samples in the Contractor's field office or as agreed with the Engineer, apart from documents used for construction.
 - 2. Provide files and racks for storage of documents as required.
 - 3. Provide locked cabinet or secure storage space for storage of samples as required.
- B. File documents and samples in accordance with format of these Specifications.
- C. Maintenance
 - 1. Maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.

3. Maintain at the site for the Owner/Engineer one copy of all record documents.
- D. Make documents and samples available at all times for inspection by Engineer.
- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.03 QUALITY ASSURANCE

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large printed letters.
- B. Recording
 1. Record information concurrently with construction progress.
 2. Do not conceal any work until required information is recorded.

1.05 RECORD DRAWINGS

- A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared. If drawings are provided in electronic format, they shall be submitted in either AutoCAD 2018, or latest edition, or PDF format. The Contractor will be provided electronic copies of the Drawings, or it may elect to provide reproducible drawings via another method. Reproducible shall be defined as being reproducible so as to allow a paper print to be produced.
- B. Legibly mark drawings to record actual construction, including:
 1. All Construction
 - a. Changes of dimension and detail.
 - b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
 - c. Details not on original Drawings.

2. Site Improvements, Including Underground Utilities
 - a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements.
 - b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.
 - c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.
 - d. **Location of all manholes, valves, and storm structures that are adjusted during the project shall be located by GPS equipment to an accuracy of ± 1 foot, or better. The description and location information (state plane coordinates) shall be delivered to the Owner in the form of an electronic spreadsheet (e.g. MS Excel, or equal) to be included in the Owner's GIS database.**
3. Structures
 - a. Depths of various elements of manholes in relation to top of manhole to invert.
 - b. Location of all influent and effluent lines denoted by size and direction.

1.06 SPECIFICATIONS

- A. Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.07 SUBMITTAL

- A. At contract closeout, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and number

3. Contractor's name and address
4. Title and number of each record document
5. Signature of Contractor or Contractor's authorized representative

END OF SECTION

01720 - 4

SECTION XIV

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

SECTION XIV

3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 7 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. Not Used
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION XIV

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

SECTION XIV

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the State of Georgia.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION XV

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to 3 printed or hard copies of this the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.**

SC-4.02 *Subsurface and Physical Conditions*

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety:

SC-4.06 *Hazardous Environmental Conditions*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. Not Used.**

SC-5.04 *Contractor's Liability Insurance*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**
 - 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:**



SECTION XV

- a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$1,000,000
2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
- a. General Aggregate \$1,000,000
 - b. Products - Completed Operations Aggregate \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - ☐ General Aggregate \$1,000,000
 - ☐ Each Occurrence \$1,000,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- a. Bodily Injury:
 - Each person \$1,000,000
 - Each Accident \$1,000,000

SECTION XV

b. Property Damage:	
Each Accident	<u>\$1,000,000</u>
Annual Aggregate	<u>\$1,000,000</u>

SC-6.11 *Use of Site and Other Areas*

SC-6.11 Add the following new paragraphs immediately after Paragraph 6.11.D:

- E. Contractor shall work with Owner and Engineer as required by law to comply with current State of Georgia Department of Natural Resources permit requirements. Contractor shall be responsible for developing and implementing a land disturbing activity plan, erosion control plan and temporary erosion control measures which comply with the State of Georgia Sediment and Erosion Control BMP standards, as set forth in manuals, practices and procedures promulgated by the State and local governing authorities, including but not limited to the most recent edition of the Manual for Erosion and Sediment Control in Georgia.**
- F. From the issuance date of a notice to proceed, or the date the Contractor begins work, whichever event occurs first, the Contractor shall be responsible for the project site. The escape of sediment from the site shall be prevented by Contractor's installation and maintenance of temporary erosion control measures and practices at the Contractor's expense. All appropriate erosion control measures shall be installed prior to any land disturbing activity. Erosion control measures shall be monitored by Contractor on a daily basis and repaired or restored until permanent erosion control measures are established and the Work is complete.**

SC-6.17 *Shop Drawings and Samples*

SC-6.17 Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.**

SECTION XV

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-7.0 *Contract Drawings – Inclusion of Project Sketch as Stated:*

SC-7.1 The contract sketch “CITY OF STOCKBRIDGE, GEORGIA; ROAD PAVING LAYOUT MAP; 2021 LMIG PROGRAM” is included as an addition to these Contract Documents and attached to these Supplementary Conditions along with three (4) maps that enlarge the project areas.

SC-8.0 *Supplemental Technical Specifications as Stated:*

SC-8.1 Technical Specifications, in addition to those included in the Contract Documents, that will be utilized for the “City of Stockbridge, Georgia – ITB# 2021-0020 - 2021 LMIG Program” shall be per the “Georgia Department of Transportation – Standard Specifications Construction of Transportation Systems – April 18, 2013 or latest revision” (Note: Local Standards take precedence over GDOT specifications related to conflicting guidelines, plans, and/or specifications.)

SC-9.0 *Road Resurfacing List and Recommendations:*

The following list includes all roads that comprise the Stockbridge 2021 LMIG program. Roadways are listed in no particular order. All dimensions shown are approximate and for estimating purposes only.

- **ADDY LANE** - from Davidson Parkway to Walter Way: approximately 2615 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - remove and replace (2) rubber speed bumps with end caps;
 - stop bars adjacent to all stop signs.
- **TOWNSEND BEND** - from Addy Lane to Walter Way: approximately 1991 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.

SECTION XV

- **KALILYNE DRIVE** - from Addy Lane to Townsend Bend: approximately 560 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **WINSAP DRIVE** - from Townsend Bend to Walter Way: approximately 505 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **SEABOARD DRIVE** - from Old Atlanta Road to Northbridge Drive: approximately 1327 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 700 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
 -
- **CARRIAGE LAKE DRIVE** - from Walt Stephens Road to Walt Stephens Road: approximately 3070 linear feet x 23-foot nominal width; with (2) accel/decel lanes and (1) island entrance;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 900 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs;
 - right-turn arrow;
 - left-turn arrow;
 - 5" wide yellow solid center line approximately 30 L.F.

SECTION XV

- **CHADWICK COMMONS** - from Fairgreen Trail to Anglewood Trace: approximately 2135 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 2000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **ANGLEWOOD TRAIL** - from Monarch Village Way to Chadwick Commons: approximately 2386 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1500 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **CLIFF LAKE TRAIL** - from Monarch Village Way to Lilly Glen Lane: approximately 956 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **PATHWOOD LANE** - from Monarch Village Way to Vista Creek Drive: approximately 2020 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface with 1-inch Permafex from Monarch Village Way to Fernwalk Court;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.



SECTION XV

- **VISTA CREEK DRIVE** - from Pathwood Lane to Winter View Way: approximately 2665 linear feet x 21-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.
- **SERENE WATERS TRAIL** - from Cul-de-Sac to Cul-de-Sac: approximately 1225 linear feet x 21-foot nominal width; with (2) 80' diameter Cul-de-Sac and (1) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade.
- **HARVICK CIRCLE** - from Parkland Drive to Parkland Drive: approximately 2715 linear feet x 23-foot nominal width; with (2) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 1000 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - remove and replace (2) rubber speed bumps with end caps;
 - stop bars adjacent to all stop signs.
- **SUMMIT VIEW DRIVE** - from State Route 42 to Sawtooth Lane: approximately 6530 linear feet x 23-foot nominal width; with (1) accel/decel lane, (1) island entrance and (1) 80' diameter eyebrow Cul-de-Sac;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - patch approximately 500 ft.²;
 - resurface full road with 1-inch Permafex;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs;
 - right-turn arrow;
 - left-turn arrow;
 - 5" wide yellow solid center line approximately 30 L.F.

SECTION XV

- **McKINLEY LOOP** - from Summit View Drive to Summit View Drive: approximately 1496 linear feet x 23-foot nominal width;
 - **Proposed Improvements**
 - edge mill along curb and gutters;
 - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
 - adjust all manholes to finished grade;
 - stop bars adjacent to all stop signs.

SECTION XVI

PROJECT MAPS

SECTION XVII



EXHIBIT II
REFERENCE VERIFICATION AND RELEASE FORM

SOLICITATION NUMBER: ITB NO.: 2021-0001

PROJECT TITLE: STOCKBRIDGE - 2021 LMIG PROGRAM

BIDDER: HEH Paving, Inc.

(List name exactly as provided in Bid Form)

Provide at least five (5) references for the Bidder listed above of work similar to the current project being completed within the last five (5) years. Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

REFERENCE NO. 1:

Name of Company/Entity: DeKalb County Roads & Drainage

Mailing Address: 727 Camp Road

City/State/Zip Code: Decatur, GA 30032

Contact Person Name: Montavious Amis

Contact Person Title: Construction Inspector

Contract Person Phone No.: 404-485-4361

Contract Person Email: mamis@dekalbcountyga.gov

Date Work Performed: 1/2020 - Present

Brief Description of Work Performed: Milling, Patching, Resurfacing and Striping

SECTION XVII

REFERENCE NO. 2:

Name of Company/Entity: City of Decatur

Mailing Address: 2635 Talley Street

City/State/Zip Code: Decatur, GA 30031

Contact Person Name: Jennings Bell

Contact Person Title: City Engineer

Contract Person Phone No.: 678-553-6529

Contract Person Email: Jennings.Bell@decaturga.com

Date Work Performed: 6/2019-12/2019 & 4/2020-11/2020

Brief Description of Work Performed: Milling, Patching, Resurfacing and Striping

REFERENCE NO. 3:

Name of Company/Entity: DeKalb County Watershed Management

Mailing Address: 1580 Roadhaven Drive

City/State/Zip Code: Stone Mountain, GA 30083

Contact Person Name: Dwayne White

Contact Person Title: Superintendent Construction Manager

Contract Person Phone No.: 770-414-2363

Contract Person Email: dtwhite@dekalbcountyga.gov

Date Work Performed: 2013- Present

Brief Description of Work Performed: Milling, Patching, Resurfacing and Striping

SECTION XVII

REFERENCE NO. 4:

Name of Company/Entity: City of Atlanta - Renew Atlanta

Mailing Address: 55 Trinity Avenue

City/State/Zip Code: Atlanta, GA 30303

Contact Person Name: Michael Word

Contact Person Title: Office Engineer

Contract Person Phone No.: 404-807-8990

Contract Person Email: renewatl-mtword@atlantaga.gov

Date Work Performed: 11/2017- 1/2020

Brief Description of Work Performed: Milling, Patching, Resurfacing and Striping

REFERENCE NO. 5:

Name of Company/Entity: City of Fairburn

Mailing Address: 56 Malone Street

City/State/Zip Code: Fairburn, GA 30213

Contact Person Name: Lester Thompson

Contact Person Title: Community Development Director

Contract Person Phone No.: 770-964-2244 x306

Contract Person Email: lthompson@fairburn.com

Date Work Performed: 2019, 2018

Brief Description of Work Performed: Milling, Patching, Resurfacing and Striping

SECTION XVII

REFERENCE VERIFICATION RELEASE STATEMENT

The Bidder listed below hereby authorizes the City of Stockbridge and its Representatives to contact the references provided for this bid and any additional parties that may be encountered/discovered during the reference conformation process.

BIDDER: HEH Paving, Inc.

(List name exactly as provided in Bid Form)

SIGNED BY: Hobson E. Milner / President

(Printed name and title)

AUTHORIZED

SIGNATURE:

Hobson E. Milner **DATE:** 3/25/2021

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Scope

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.
- C. Work includes furnishing all plant, labor, equipment, tools and materials and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.

1.02 Descriptions

- A. Measurement of an item of work will be by the unit indicated in the Bid.
- B. The record lengths, dimensions, quantities, etc. shall be determined by the Contractor and the Owner's Representative at the submittal of each Contractors Pay Application.
- C. Pavement will be paid for on a per ton basis at the specified thickness compacted and in place.
- C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the BID.
- D. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for the item of which it is a part.
- E. Payment will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials and for

performing all operations required to provide to the Owner the entire Project complete, in place, as specified and as indicated on the Drawings.

END OF SECTION

SECTION 01100

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Contract description.
 2. Work sequence.
 3. Specification conventions.

1.2 CONTRACT DESCRIPTION

A. PROJECT SUMMARY

1. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project in accordance with the Contract Documents. City of Stockbridge, Georgia's "2021 LMIG Program" project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-???? "2021 LMIG Program" project.

B. WORK SEQUENCE

1. The contractor is responsible for sequencing of work to provide a project that has continuous operation of the existing collection system without having an impact on the customers served by this system.
2. The contractor shall edge mill along the face of all gutters a minimum depth of 1-½" to a maximum depth of 2-½" from the surface of the gutter depending upon the resurfacing system specified. This milling shall be a minimum of (6) feet wide with the opposite edge flush to the surface of the existing asphalt pavement.
3. Patching shall be a minimum of (6) feet wide and have a minimum depth of 3" and a maximum depth of 4" from the surface of the existing asphalt pavement.
4. The contractor shall adjust to grade all existing manholes and valve in the existing pavement with the use of approved steel ring inserts to maintain these structures at the new height of pavement.
5. All striping required for this project shall be thermoplastic paint in accordance with GDOT standards. No striping shall be performed for a minimum of (14) days after the placement of the new asphalt surface.
6. All striping shall match any striping that existed prior to the roadway resurfacing unless otherwise stated.

1.3 SPECIFICATION CONVENTIONS

- A. These Specifications are written in imperative mood and streamlined form. This imperative language is directed to Contractor unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
- B. Specifications are contained within the Contract Drawings and the Contract Documents and Technical Specifications.
- C. Applicable building and safety codes have been referenced in these documents and are utilized as fully developed project requirements and specifications for this project.

END OF SECTION

SECTION 01200

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change procedures.
- E. Defect assessment.
- F. Unit prices.
- G. Lump Sum prices.
- H. Alternates.

1.2 CONTINGENCY ALLOWANCES

- A. Include in Contract a stipulated sum/price of **\$50,000** for use only upon Owner's written instruction as a contingency allowance.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit will be included in Change Orders authorizing expenditure of funds from this contingency allowance.
- C. Funds will be drawn from contingency allowance only by Change Order and as directed by the Owner.
- D. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

- A. Submit construction schedule on Contractor's standard form or electronic media printout will be considered for this use.
- B. Submit Schedule of Values as electronic file to Project website within 10 days after date of Owner-Contractor Agreement.
- C. Format: Use Bid Form of this Project Manual. Identify each line item with number. Also, identify Contingency Allowance.

- D. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

- A. Submit three copies of each Application for Payment on Contractor's electronic media driven form on the 25th of each month.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Monthly.
- E. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction digital images specified in Section 01330 - Submittal Procedures.
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Record Documents as specified in Section 01700 - Execution Requirements, for review by Engineer, which will be returned to Contractor.
 - 4. Affidavits attesting to off-Site stored products.
 - 5. Construction Progress Schedule, revised and current as specified in Section 01330 - Submittal Procedures.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
 - 1. Use AIA G716 - Request for Information for requesting interpretations.
 - 2. Engineer may respond with a direct answer on the Request for Information form, issue a Clarification Notice, issue a Field Order, or submit a Change Order Request (Proposal).
- D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Contract Time by issuing supplemental instructions on a Field Order.

- E. Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within five (5) days.
- F. Stipulated Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- G. Work Directive Change: Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Price or Contract Time. Promptly execute change.
- H. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- I. Change Order Forms: EJCDC C-941 - Change Order.
- J. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- K. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
 - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
 - 3. Promptly enter changes in Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but price will be adjusted to new price at discretion of Engineer and Owner.
- D. Defective Work will be partially repaired according to instructions of Engineer, and price will be adjusted to new price at discretion of Engineer and Owner.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage price reduction.
- F. Authority of Engineer and Owner to assess defects and identify payment adjustments is final.

- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of the required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling, and disposing of rejected products.

1.7 UNIT PRICES

- A. Unit prices shown on the bid form are complete and inclusive of all labor and materials equipment and all other appurtenances necessary to provide the specified measured unit for each item in the bid form in accordance with the Contract Documents and Technical Specifications.

1.8 LUMP SUM PRICES

- A. Lump Sum prices shown on the Bid Form are complete and inclusive of all labor, materials, equipment, and all other appurtenances necessary to provide a complete work in accordance with the Contract Documents and Technical Specifications.

1.9 ALTERNATES

- A. Alternate methods, materials or other items addressed by the Contract Documents and Technical Specifications that were not submitted and approved prior to the submission of the bids will not be addressed after the execution of the Contract Documents.

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Progress meetings.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- C. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

1.3 PRECONSTRUCTION MEETING

- A. Engineer will schedule and preside over meeting after Notice of Award.
- B. Attendance Required: Engineer, Architect, Owner, appropriate governmental agency representatives, major Subcontractors, and Contractor.
- C. Minimum Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing parties in Contract, and Engineer.
 - 3. Communication procedures.
 - 4. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
 - 6. Critical Work sequencing.
- D. Contractor: Record minutes and distribute copies to all participants for review, comments, and corrections, within 24 hours after meeting. Participants have 24 hours to address any issues with Contractor's minutes and Contractor will issue final meeting minutes to all participants within three (3) days.



1.4 SITE MOBILIZATION MEETING – Not Used

1.5 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- B. Arrange for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors, Contractor, and Engineer, Architect, Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on Progress Schedule and coordination.
 - 13. Other business relating to Work.
- E. Contractor: Record minutes and distribute copies to all participants for review, comments, and corrections, within 24 hours after meeting. Participants have 24 hours to address any issues with Contractor's minutes and Contractor will issue final meeting minutes to all participants within three (3) days.

1.6 CLOSEOUT MEETING

- A. A final closeout meeting will be held at the request of the Contractor to review the completed project, produce final project punch list, and the Contractor will deliver all required closeout documents, attic stock, material specifications, warranties, operation and maintenance manuals, and all other related documents.
- B. Attendance Required: Job superintendent, Contractor, and Engineer, Owner, as appropriate to agenda topics for meeting.

END OF SECTION

SECTION 01323

CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. Bar chart schedules.
- D. Review and evaluation.
- E. Updating schedules.
- F. Distribution.

1.2 SUBMITTALS

- A. Within 10 days after date of Owner-Contractor Agreement, submit proposed preliminary construction schedule defining planned operations for first 60 days of Work, with general outline for remainder of Work.
- B. Submit updated schedules with each Application for Payment.
- C. Submit network schedules under transmittal letter form specified in Section 01330 - Submittal Procedures or submit electronic construction schedules via email as PDF electronic file
- D. Schedule Updates:
 - 1. Overall percent complete, projected and actual.
 - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
 - 3. Changes in Work scope and activities modified since submittal.
 - 4. Delays in submittals or resubmittals, deliveries, or Work.
 - 5. Adjusted or modified sequences of Work.
 - 6. Other identifiable changes.
 - 7. Revised projections of progress and completion.
- E. Narrative Progress Report:
 - 1. Submit with each monthly submission of Progress Schedule.
 - 2. Summary of Work completed during the past period between reports.
 - 3. Work planned during the next period.
 - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.

5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
6. Corrective action taken or proposed.

1.3 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in scheduling with experience in scheduling construction work of complexity comparable to the Project
- B. Contractor's Administrative Personnel: Having experience in using and monitoring schedules on comparable Projects.

1.4 Not Used

1.5 Not Used

1.6 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:
 - a. Subcontract Work.
 - b. Project closeout and cleanup.
 - c. Work sequences, constraints, and milestones.
 2. Listings identified by Specification Section number.
 3. Identification of the following:
 - a. Horizontal time frame by year, month, and week.
 - b. Duration, early start, and completion for each activity and subactivity.
 - c. Critical activities and Project float.
 - d. Subschedules to further define critical portions of Work.

1.7 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.

1.8 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.

- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial and Total Completion.
- F. Submit sorts as required to support recommended changes.

1.9 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, to Subcontractors, suppliers, Engineer, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Shop Drawings.
- G. Samples.
- H. Other submittals.
- I. Design data.
- J. Test reports.
- K. Certificates.
- L. Manufacturer's instructions.
- M. Construction digital images.
- N. Contractor review.
- O. Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer-accepted form.

- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Engineer at business address or submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 10 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01323 - Construction Progress Schedules.

1.5 PROPOSED PRODUCT LIST

- A. Within 10 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus three (3) copies Engineer will retain.
- C. Submit electronic submittals via email as PDF electronic files.
- D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- E. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.7 ELECTRONIC GIS FILES OF PROJECT DRAWINGS

- A. Electronic GIS Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic GIS Files of Project Drawings: Distributed only under the following conditions:
 - 1. Use of files is solely at receiver's risk. Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
 - 2. GIS files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
 - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
 - 4. Receiver shall not hold Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.

5. Receiver shall understand that even though Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Engineer responsible for such viruses or their consequences, and shall hold Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of opaque reproductions Contractor requires, plus two copies Engineer will retain.
- E. Submit electronic submittals via email as PDF electronic files.
- F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
 1. Submit to Engineer for aesthetic, color, and finish selection.
 2. Submit Samples of finishes, textures, and patterns for Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.

- E. Submit number of Samples specified in individual Specification Sections; Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01700 - Execution Requirements.

1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01700 - Execution Requirements.
- B. Permits: Within 15 days after date of Owner-Contractor Agreement, submit a list of permits and licenses to be obtained, identifying the granting agency and the required date of permit submittal.

1.11 DESIGN DATA

- A. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract Administrator and for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.13 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

1.14 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.15 MANUFACTURER'S FIELD REPORTS – Not Used

1.16 ERECTION DRAWINGS – Not Used

1.17 CONSTRUCTION DIGITAL IMAGES

- A. Provide digital images of Site and construction throughout progress of Work.
- B. Each month submit digital images with Application for Payment.
- C. Digital Images: Deliver complete set of digital image electronic files on CD-ROM to Owner with Project record documents. Identify electronic media with date digital images were taken. Submit images that have same aspect ratio as sensor, uncropped.
 - 1. Digital Images: Uncompressed JPEG format, produced by digital camera with minimum sensor size of 12.0 megapixels, and image resolution of not less than 2240 by 1680 pixels.
 - 2. Date and Time: Include date and time imprinted on each image.
 - 3. Include a photo log identifying each digital image by filename and containing a description of the activity, issue or object shown by the digital image.

1.18 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
 - 1. Determination and verification of materials including manufacturer's catalog numbers.
 - 2. Determination and verification of field measurements and field construction criteria.
 - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
 - 4. Determination of accuracy and completeness of dimensions and quantities.
 - 5. Confirmation and coordination of dimensions and field conditions at Site.
 - 6. Construction means, techniques, sequences, and procedures.
 - 7. Safety precautions.
 - 8. Coordination and performance of Work of all trades.

- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

1.19 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Field Order, or Work Change Directive.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01400

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS – See specifications and Contract Drawings for specific product requirements.

1.7 TESTING AND INSPECTION SERVICES

- A. Contractor will employ and pay for specified services of an independent testing firm to perform testing and inspection related work if required by the Contract Documents.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
- C. Contractor will be responsible for coordination and scheduling of all required testing in accordance with the contract documents and as directed by the Engineer and Owner.

- D. Testing, inspections, and source quality control may occur on or off Project Site.
Perform off-Site testing as required by Engineer.

1.8 MANUFACTURER'S FIELD SERVICES – Not Used

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Temporary facilities under Construction Management Agreement.

B. Temporary Utilities:

1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary water service.
4. Temporary sanitary facilities.

C. Construction Facilities:

1. Vehicular access.
2. Parking.
3. Progress cleaning and waste removal.
4. Traffic regulation.
5. Fire-prevention facilities.

D. Temporary Controls:

1. Barriers.
2. Enclosures and fencing.
3. Security.
4. Water control.
5. Dust control.
6. Erosion and sediment control.
7. Noise control.
8. Pollution control.

E. Removal of utilities, facilities, and controls.

1.2 REFERENCES – Not Used

1.3 TEMPORARY FACILITIES UNDER AGREEMENT

A. Temporary Provisions Provided by Contractor:

1. Temporary barriers, barricades, covered walkways, fencing, exterior closures, and interior closures is required.
2. Temporary field office as required.
3. Cleaning during construction.
4. Access to existing facilities.
5. Temporary sanitary facilities.
6. Temporary electrical service and distribution system for power and lighting.
7. Temporary telephone and internet service.

B. Contractor: Coordinate provisions with Construction Manager and provide the following items as necessary for execution of the Work including associated costs:

1. Construction aids.
2. Temporary fire protection, dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.
3. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
4. On Construction Manager's approval, may provide temporary field office including electrical service and temporary telephone.
5. Temporary HVAC before building enclosure.
6. Electrical service required in addition to temporary service and distribution provided by Construction Manager.
7. Temporary provisions for protection of installed Work.

1.4 TEMPORARY ELECTRICITY

A. Provide and pay for power service required from utility source as needed for construction operation.

1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and pay for lighting systems as needed to maintain specified conditions for construction operations.

1.6 TEMPORARY HEATING

A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.

1.7 TEMPORARY COOLING

A. Provide and pay for cooling devices and cooling as needed to maintain specified conditions for construction operations.

1.8 TEMPORARY VENTILATION

A. Provide and pay for ventilation devices as needed to maintain specified conditions for construction operations.

1.9 COMMUNICATION SERVICES

A. Provide and pay for communication devices as needed to maintain specified services during construction operations.

1.10 TEMPORARY WATER SERVICE

- 1.11 Provide and pay for suitable water services as needed to maintain specified conditions for construction operations.

1.12 TEMPORARY SANITARY FACILITIES

- A. Provide and pay for suitable sanitary services as needed to maintain specified conditions for construction operations.

1.13 FIELD OFFICES AND SHEDS – Not Used

1.14 VEHICULAR ACCESS

- A. Contractor to develop vehicle access plan as needed.
- B. Contractor to locate on drawings for Engineers approval.
- C. Provide unimpeded access for emergency vehicles. Maintain 20 foot-wide driveways with turning space between and around combustible materials.
- D. Provide and maintain access to fire hydrants free of obstructions.
- E. Provide means of removing mud from vehicle wheels before entering streets.

1.15 PARKING

- A. Provide temporary surface parking areas to accommodate construction personnel.
- B. Contractor to locate on drawings for Engineers approval.
- C. If Site space is not adequate, provide additional off-Site parking.
- D. Use of existing on-Site streets and driveways used for construction traffic is not permitted. Tracked vehicles are not allowed on paved areas.
- E. Do not allow heavy vehicles or construction equipment in parking areas.
- F. Do not allow vehicle parking on existing pavement.
- G. Maintenance:
1. Maintain traffic and parking areas in sound condition.
 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.
- H. Removal, Repair:
1. Remove temporary materials and construction at Substantial Completion.
 2. Repair existing facilities damaged by use, to original condition.

- I. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.16 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.

1.17 PROJECT IDENTIFICATION – Not Used

1.18 TRAFFIC REGULATION

A. Signs, Signals, and Devices:

1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
2. Traffic Control Signals: As approved by local jurisdictions.
3. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
4. Flag Person Equipment: As required by authorities having jurisdiction.

- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

D. Haul Routes:

1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
2. Confine construction traffic to designated haul routes.
3. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.

E. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.

1.19 FIRE-PREVENTION FACILITIES

- A. Establish fire watch for cutting, welding, and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

- B. Portable Fire Extinguishers: NFPA 10; 10-pound capacity, 4A-60B: C UL rating.
 1. Provide minimum of one fire extinguisher in every piece of equipment utilized.

1.20 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
 - 1. Provide barricades required by authorities having jurisdiction for public rights-of-way
- B. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

1.21 ENCLOSURES AND FENCING

- A. Construction: Contractor's option for temporary enclosures and fencing to be approved by Engineer.

1.22 SECURITY

- A. Security Program:
 - 1. Protect Work on existing premises from theft, vandalism, and unauthorized entry.
 - 2. Maintain program throughout construction period until directed by Engineer.
- B. Entry Control:
 - 1. Restrict entrance of persons and vehicles to Project Site.
 - 2. Allow entrance only to authorized persons with proper identification.
 - 3. Maintain log of workers and visitors and make available to Owner on request.

1.23 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.24 EROSION AND SEDIMENT CONTROL

- A. Contractor to provide all erosion and sediment control BMPs in accordance with the Georgia Department of Natural Resources – Environmental Protection Division “Manual for Erosion and Sediment Control in Georgia” 2016 Edition, or latest.

1.25 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise from personnel and noise produced by construction operations.

1.26 PEST AND RODENT CONTROL – Not Used

1.27 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

1.28 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations to minimum depth of 2 feet.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01600

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products according to manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.

- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01630 - Product Substitution Procedures.

PART 2 - PRODUCTS – Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01630

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Proposals for substitution of products, methods, etc. must be submitted to the Engineer in writing a minimum of 10 working days prior to the submission of bids. Requests for substitutions may only be submitted by licensed contractors that are listed on the Plan Holder list. Do not bid substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 01600 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Document - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period only.
- B. Substitutions may be considered after the bid process when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
 - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
 - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
 - 3. Reference to Article and Paragraph numbers in Specification Section.

4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 5. Changes required in other Work.
 6. Availability of maintenance service and source of replacement parts as applicable.
 7. Certified test data to show compliance with performance characteristics specified.
 8. Samples when applicable or requested.
 9. Other information as necessary to assist Engineer's evaluation.
- D. A request constitutes a representation that Bidder:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 2. Will provide same warranty for substitution as for specified product.
 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 6. Will reimburse Owner for review or redesign services by Engineer associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit requests for substitutions on Bidders standard form of document.
 2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
 3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 4. Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

- A. Document - Instructions to Bidders specifies time restrictions for submitting requests for substitutions during Bidding period.
- B. Document each request with:
1. Installer's qualifications.
 2. Installer's experience in work similar to that specified.
 3. Other information as necessary to assist Engineer's evaluation.
- C. Substitution Submittal Procedure:
1. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.

2. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01700

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Project record documents.
- C. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
 - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, and other similar final record data in compliance with this Section.
 - 2. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
 - 3. Obtain and submit releases enabling Owner's full, unrestricted use of Project. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
 - 4. Perform final cleaning according to this Section.
- B. Substantial Completion Inspection:
 - 1. When Contractor considers Work to be substantially complete, submit to Engineer:
 - a. Written certificate that Work, or designated portion, is substantially complete.
 - b. List of items to be completed or corrected (initial punch list).
 - 2. Within seven days after receipt of request for Substantial Completion, Engineer will make inspection to determine whether Work or designated portion is substantially complete.
 - 3. Should Engineer determine that Work is not substantially complete:
 - a. Engineer will promptly notify Contractor in writing, stating reasons for its opinion.
 - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer.
 - c. Engineer will reinspect Work.

- d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.
 - 4. When Engineer finds that Work is substantially complete, Engineer will:
 - a. Prepare Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list).
 - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
 - 5. After Work is substantially complete, Contractor shall:
 - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
 - b. Complete Work listed for completion or correction within time period stipulated.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
 - 1. When Contractor considers Work to be complete, submit written certification that:
 - a. Contract Documents have been reviewed.
 - b. Work has been examined for compliance with Contract Documents.
 - c. Work has been completed according to Contract Documents.
 - d. Work is completed and ready for final inspection.
 - 2. Submittals: Submit following:
 - a. Final punch list indicating all items have been completed or corrected.
 - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
 - d. Accounting statement for final changes to Contract Sum.
 - e. Contractor's affidavit of payment of debts and claims on AIA G706 - Contractor's Affidavit of Payment of Debts and Claims.
 - f. Contractor affidavit of release of liens on AIA G706A - Contractor's Affidavit of Release of Liens.
 - g. Consent of surety to final payment on AIA G707 - Consent of Surety to Final Payment Form.
 - 3. Perform final cleaning for Contractor-soiled areas according to this Section.
- D. Final Completion Inspection:
 - 1. Within seven days after receipt of request for final inspection, Engineer will make inspection to determine whether Work or designated portion is complete.
 - 2. Should Engineer consider Work to be incomplete or defective:
 - a. Engineer will promptly notify Contractor in writing, listing incomplete or defective Work.
 - b. Contractor shall remedy stated deficiencies and send second written request to Engineer that Work is complete.
 - c. Engineer will reinspect Work.

- d. Redo and Inspection of Deficient Work: Repeated until Work passes Engineer's inspection.

1.3 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, product data, and Samples.
 - 6. Digital Photos and Videos required by the Contract Documents.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates used.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
 - 1. Provide GIS survey data based upon State Plane Coordinate System of all improvements including all subsurface structures as required by the Contract Documents.
 - 2. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
 - 3. Include locations of concealed elements of the Work.
 - 4. Identify and locate existing buried or concealed items encountered during Project.
 - 5. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 6. Field changes of dimension and detail.
 - 7. Details not on original Drawings.
- G. Project Videos: Digital videos of the complete project area and adjacent properties are required to be produced within 72-hours prior to commencing the construction related activities for this project. Videos are to be submitted to the Owner and Engineer prior to beginning any work.
- H. Project Photos and Photo Logs: Digital photos are to be taken periodically during the construction of the project. These photos are to have a minimum resolution of 12 megapixels and have a full Time/Date stamp affixed to each photo. Digital

photos are to be submitted with the monthly pay request to the Owner and Engineer.

- I. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.
- J. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1:4 MAINTENANCE SERVICE

- A. Furnish service and maintenance of components indicated in Specification Sections for one year during warranty period.
- B. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 01720

RECORD DOCUMENTS

PART 1 GENERAL

1.01 SCOPE

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.
- B. Record documents include, but are not limited to:
 - 1. Drawings;
 - 2. Specifications;
 - 3. Change orders and other modifications to the Contract;
 - 4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
 - 5. Reviewed shop drawings, product data and samples;
 - 6. Videos, photos, and written records related to the project;
 - 7. Test records.
- C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Storage
 - 1. Store documents and samples in the Contractor's field office or as agreed with the Engineer, apart from documents used for construction.
 - 2. Provide files and racks for storage of documents as required.
 - 3. Provide locked cabinet or secure storage space for storage of samples as required.
- B. File documents and samples in accordance with format of these Specifications.
- C. Maintenance
 - 1. Maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.

3. Maintain at the site for the Owner/Engineer one copy of all record documents.
- D. Make documents and samples available at all times for inspection by Engineer.
- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.03 QUALITY ASSURANCE

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large printed letters.
- B. Recording
 1. Record information concurrently with construction progress.
 2. Do not conceal any work until required information is recorded.

1.05 RECORD DRAWINGS

- A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared. If drawings are provided in electronic format, they shall be submitted in either AutoCAD 2018, or latest edition, or PDF format. The Contractor will be provided electronic copies of the Drawings, or it may elect to provide reproducible drawings via another method. Reproducible shall be defined as being reproducible so as to allow a paper print to be produced.
- B. Legibly mark drawings to record actual construction, including:
 1. All Construction
 - a. Changes of dimension and detail.
 - b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
 - c. Details not on original Drawings.

2. Site Improvements, Including Underground Utilities
 - a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements.
 - b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.
 - c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.
 - d. **Location of all manholes, valves, and storm structures that are adjusted during the project shall be located by GPS equipment to an accuracy of ± 1 foot, or better. The description and location information (state plane coordinates) shall be delivered to the Owner in the form of an electronic spreadsheet (e.g. MS Excel, or equal) to be included in the Owner's GIS database.**
3. Structures
 - a. Depths of various elements of manholes in relation to top of manhole to invert.
 - b. Location of all influent and effluent lines denoted by size and direction.

1.06 SPECIFICATIONS

- A. Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.07 SUBMITTAL

- A. At contract closeout, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and number

3. Contractor's name and address
4. Title and number of each record document
5. Signature of Contractor or Contractor's authorized representative

END OF SECTION



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) 2021-0001

Solicitation Title: City of Stockbridge LMIG 2021 PROGRAM

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.** This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has not changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, March 25, 2021.
2. The deadline for questions has not changed. The deadline was Friday, February 26, 2021 (12:00 noon, EDT)

ADDITIONS / CLARIFICATIONS / CORRECTIONS

- I. For all procurements, a minimum of three (3) qualified responses (bids, proposals, quotes, etc.) shall be required unless adequate source supply is not available. If less than three responses have been received by the deadline established in the original procurement solicitation, sufficient additional time shall be granted in order to solicit at least three (3) qualified responses, and the opening of the responses shall be delayed accordingly.**

- II.** All bids ~~must~~ **should** be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.

Due to COVID-19, City Hall building is closed to visitors. Bid submittal/responses can also be hand delivered by proposers (instructions posted on the rare entrance doors near parking lot) on the following dates and time:

March 17th, 2021 10 a.m. – 3:00 p.m.

March 18th, 2021 10 a.m. – 3:00 p.m.

March 22nd, 2021 - March 25th, 2021 10 a.m. - 3:00 p.m.

Question 1. We were unable to join the Pre-bid conference this morning. Can we still be included on the bidders list?

Answer 1. Please see Article I – Defined terms. Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders that attend the Mandatory Prebid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.

Question 2. The existing asphalt on Seaboard Dr appears to be a few inches above the gutter. Is the end goal to be flush with the gutter? Also, there are existing driveway ramps are these to be removed? Lastly, can manhole risers be used to adjust the manholes to finished grade?

Answer 2. Design intent for this project is to restore the road elevation at the gutter to match the gutter. Any asphalt or concrete materials placed in the gutter at driveways is to be removed. Steel manhole and valve risers are to be used to adjust these items to grade.

Question 3. 1. Will the Contractor be allowed to use Standard Metal Risers for manholes and water valves as the City has allowed in the past?
2. Does the City require the contractor to hire a testing firm for this project?
3. What is the estimated date of NTP?

Answer 3. 1. Steel manhole and valve risers are to be used to adjust these items to grade.
2. The Contract Documents require the Contractor to hire a testing firm for all testing that is required by the technical specifications.
3. Approximately 30-45 days after the City Council approves the award of the contract.





City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Question 4. Will the City allow a Drop off location for the bid instead of mailing it?

Answer 4. Please see item number II, above.

Question 5. In order to get a more competitive price, will the city consider changing the working days to 120 for substantial completion and 135 for all closeout documents?

Answer 5. No. Please see: ARTICLE 6 – TIME OF COMPLETION 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

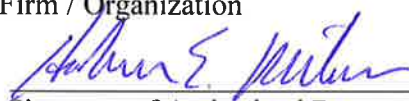
The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

HEH Paving, Inc.

Name of Company / Firm / Organization

Hobson E. Milner / President

Printed Name of Authorized Rep. / Title

 3-25-2021
Signature of Authorized Representative / Date



*3384 Almand Road
Atlanta, Georgia 30316
Office: (770) 964-4955
Fax (770) 964-4958*

**List of proposed Suppliers
Bid Submittal**

**JT Asphalt,
1139 Fleetwood Drive
Atlanta, GA 30316
GDOT QPL 045**

Secretary of State
Business Services and Regulation

Suite 306, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334

CHARTER NUMBER : 0810037 DP
DATE INCORPORATED: SEPTEMBER 29, 1980
COUNTY : FULTON
EXAMINER : MARILYN A. HATZEL
TELEPHONE : 404-350-2811

MAILED 10:

STANLEY E. FOSTER
132 MITCHELL ST., S.W., 3RD FL
ATLANTA GA 30303

CERTIFICATE OF INCORPORATION

I, MAX CLELAND, SECRETARY OF STATE AND THE CORPORATIONS
COMMISSIONER OF THE STATE OF GEORGIA DO HEREBY CERTIFY, UNDER THE
SEAL OF MY OFFICE, THAT

"H. E. H. PAVING, INC."

HAS BEEN FULLY INCORPORATED UNDER THE LAWS OF THE STATE OF GEORGIA
ON THE DATE SET FORTH ABOVE, BY THE FILING OF ARTICLES OF INCOR-
PORATION IN THE OFFICE OF THE SECRETARY OF STATE AND THE FEES
THEREON PAID, AS PROVIDED BY LAW, AND THAT ATTACHED HERETO IS A
TRUE COPY OF SAID ARTICLES OF INCORPORATION.

WITNESSED BY HAND AND OFFICIAL SEAL, IN THE CITY OF ATLANTA
AND THE STATE OF GEORGIA ON THE DATE SET FORTH ABOVE.

DATE: OCTOBER 03, 1980



MAX CLELAND
SECRETARY OF STATE

H. WAYNE HOWELL
DEPUTY SECRETARY OF STATE

SECURITIES
656-2894

CEMETERIES
656-3079

CORPORATIONS
656-2817

CORPORATIONS HOT-LINE
404-656-2222
Outside Metro-Atlanta

ARTICLES OF INCORPORATION

OF

H. E. H. PAVING, INC.

ARTICLE I.

NAME

The name of the corporation is H. E. H. Paving, Inc. and is organized pursuant to the provisions of the Georgia Business Corporation Code.

ARTICLE II.

The corporation shall have perpetual duration.

ARTICLE III.

The corporation is organized as a corporation for profit for any lawful purpose not specifically prohibited to corporations under the applicable laws of the State of Georgia, and any and all other activities desirable or necessary in the conduct and operation of the foregoing.

ARTICLE IV.

AUTHORIZED SHARES

The corporation shall have authority to be exercised by the Board of Directors to issue not more than 100,000 shares of common voting stock with no par value.

 ORIGINAL

ARTICLE V.

NO PREEMPTIVE RIGHTS

Shareholders shall not have the preemptive right to acquire unissued shares of the Corporation.

ARTICLE VI.

MINIMUM CAPITAL

The corporation shall not commence business until it shall have received at least Five Hundred Dollars (\$500.00) in payment for the issuance of shares of stock.

ARTICLE VII.

REGISTERED OFFICE AGENT

The address of the initial registered office of the corporation is 132 Mitchell Street, S.W., Atlanta, Georgia and the name of its initial registered agent at such address is Stanley E. Foster, Esquire.

ARTICLE VIII.

INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the corporation shall consist of three (3) members as follows:

Hobson E. Milner
6425 Hillandale Drive
Norcross, Georgia 30092

Eddie J. Milner, Jr.
6425 Hillandale Drive
Norcross, Georgia 30092

Herbert Williams
6425 Hillandale Drive
Norcross, Georgia 30092



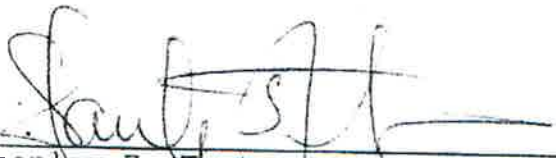
ORIGINAL

ARTICLE IX.
INCORPORATOR

The name and address of the Incorporator is:

Stanley E. Foster, Esquire
132 Mitchell Street, S.W.
Third Floor
Atlanta, Georgia 30303

IN WITNESS WHEREOF, the undersigned executes these Articles
of Incorporation.



Stanley E. Foster, Incorporator

Arrington & Horne, P.C.
132 Mitchell Street, S.W.
Third Floor
Atlanta, Georgia 30303
(404) 658-9900



ORIGINAL



*3384 Almand Road
Atlanta, Georgia 30316
Office: (770) 964-4955
Fax (770) 964-4958*

Current Workload Bid Submittal Item

Contract Name	Amount	Date of Completion	Owners Contact Information
Asphalt Street Repairs	\$3,500,000.00	12/31/2021	DeKalb County Watershed Dwayne T White 404-391-7075 dtwhite@dekalbcountyga.gov
DeKalb County 2019 LMIG	\$11,500,000.00	6/30/2021	DeKalb County R & D Montavious Amis 404-485-4361 mamis@dekalbcountyga.gov



ORIGINAL



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

October 4, 2019

CERTIFICATE OF QUALIFICATION
Vendor ID: 2HE321

HEH Paving, Inc.
3384 Almand Road
Atlanta, GA 30316

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$30,200,000
CERTIFICATE EXPIRES: September 30, 2021
PRIMARY WORK CLASS/CODE: 400
SECONDARY WORK CLASS(ES)/CODE(S): 206A, 209, 310, 310A, 432, 432A

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB



ORIGINAL

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/18/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 517 North Church Street Thomaston, GA 30286 706 647-8121	CONTACT NAME: PHONE (A/C, No, Ext): 706 647-8121 FAX (A/C, No): 888-831-8407 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="820 462 1412 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1412 462 1534 483">NAIC #</th> </tr> <tr> <td data-bbox="820 489 1412 514">INSURER A : Amerisure Insurance Company</td> <td data-bbox="1412 489 1534 514">19488</td> </tr> <tr> <td data-bbox="820 520 1412 546">INSURER B : Amerisure Mutual Insurance Co.</td> <td data-bbox="1412 520 1534 546">23396</td> </tr> <tr> <td data-bbox="820 552 1412 577">INSURER C : Ohio Casualty Insurance Company</td> <td data-bbox="1412 552 1534 577">24074</td> </tr> <tr> <td data-bbox="820 583 1412 609">INSURER D :</td> <td data-bbox="1412 583 1534 609"></td> </tr> <tr> <td data-bbox="820 615 1412 640">INSURER E :</td> <td data-bbox="1412 615 1534 640"></td> </tr> <tr> <td data-bbox="820 646 1412 672">INSURER F :</td> <td data-bbox="1412 646 1534 672"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Insurance Company	19488	INSURER B : Amerisure Mutual Insurance Co.	23396	INSURER C : Ohio Casualty Insurance Company	24074	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED H.E.H. Paving Inc. 3384 Almand Road SE Atlanta, GA 30316															

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CPP21122760101	06/23/2020	06/23/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA21122740102	06/23/2020	06/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0		CU21122770102	06/23/2020	06/23/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WC21122750101	06/23/2020	06/23/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractor's Equip		BMO2159303810	12/23/2020	12/23/2021	Scheduled on policy: \$1,000 deductible
C	Leased / Rented		BMO2159303810	12/23/2020	12/23/2021	\$200,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Workers Comp Information ****

Voluntary Compensation ; Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

Hobson Milner, CEO

Herb Williams, CFO

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Stockbridge, GA Stockbridge City Hall 4640 North Henry Blvd Stockbridge, GA 30281	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 <i>William Keith Adams</i>
--	--

DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation

7 ORIGINAL



*3384 Almand Road
Atlanta, Georgia 30316
Office: (770) 964-4955
Fax (770) 964-4958*

**City of Stockbridge
2021 LMIG Program**

Name of Company submitting proposal: HEH Paving, Inc.

Address of Company: 3384 Almand Road, Atlanta, GA 30316

Contact Person: Hobson E. Milner

E-mail Address: lazai.williams@hehpaving.com

Phone Number: 770-964-4955

Cell Phone #: 404-729-8721

Signature:  Date: 3/25/2021

This form is for the acknowledgement of HEH Paving, Inc. plan to bid on the City of Stockbridge Roadway Resurfacing Program and the proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

 ORIGINAL



CITY OF STOCKBRIDGE
PROCUREMENT DIVISION
SPECIFICATIONS AND CONTRACT DOCUMENTS
2021 LMIG PROGRAM

ITB NO: 2021-0001

JANUARY 21, 2021



STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666

CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100

NEWNAN OFFICE: 40 Greenway Court, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

ORIGINAL

TABLE OF CONTENTS



CITY OF STOCKBRIDGE PROCUREMENT DIVISION SPECIFICATIONS AND CONTRACT DOCUMENTS 2021 LMIG PROGRAM

ITB NO: 2021-0001

PART 1 – BIDDING / AGREEMENTS / BONDS / CONDITIONS

- I. INSTRUCTION TO BIDDERS
- II. INVITATION TO BID
- III. BID FORM
- IV. BID BOND
- V. CONTRACTOR FURNISHED DOCUMENTS
- VI. CONTRACTOR AFFIDAVIT AND AGREEMENT
- VII. SUBCONTRACTOR AFFIDAVIT
- VIII. FORM OF AGREEMENT
- IX. NOTICE TO PROCEED
- X. PERFORMANCE BOND
- XI. PAYMENT BOND

- XII. CERTIFICATE OF CONTRACTOR'S ATTORNEY
- XIII. CERTIFICATE OF OWNER'S ATTORNEY
- XIV. GENERAL CONDITIONS
- XV. SUPPLEMENTARY CONDITIONS
- XVI. PROJECT MAPS
- XVII. REFERENCE VERIFICATION AND RELEASE FORM

PART II – SPECIFICATIONS

- SECTION 01025 MEASUREMENT AND PAYMENT
- SECTION 01100 SUMMARY
- SECTION 01200 PRICE AND PAYMENT PROCEDURES
- SECTION 01300 ADMINISTRATIVE REQUIREMENTS
- SECTION 01323 CONSTRUCTION PROGRESS SCHEDULES
- SECTION 01330 SUBMITTAL PROCEDURES
- SECTION 01400 QUALITY REQUIREMENTS
- SECTION 01500 TEMPORARY FACILITIES AND CONTROLS
- SECTION 01600 PRODUCT REQUIREMENTS
- SECTION 01630 PRODUCT SUBSTITUTION PROCEDURES
- SECTION 01700 EXECUTION REQUIREMENTS
- SECTION 01720 RECORD DOCUMENTS

END

SECTION I
INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms.....	1
Article 2 – Funding and federal requirements	1
Article 3 – Copies of Bidding Documents.....	1
Article 4 – Qualifications of Bidders and project requirements	2
Article 5 – Examination of Bidding Documents, Other Related Data, and Site	2
Article 6 – Mandatory Pre-Bid Conference.....	4
Article 7 – Site and Other Areas	4
Article 8 – Interpretations and Addenda.....	4
Article 9 – Bid Security	5
Article 10 – Contract Times	5
Article 11 – Liquidated Damages	5
Article 12 – Substitute and “Or-Equal” Items	5
Article 13 – Subcontractors, Suppliers and Others.....	6
Article 14 – Preparation of Bid	6
Article 15 – Basis of Bid; Comparison of Bids	7
Article 16 – Submittal of Bid	8
Article 17 – Modification and Withdrawal of Bid	9
Article 18 – Opening of Bids	9
Article 19 – Bids to Remain Subject to Acceptance	9
Article 20 – Evaluation of Bids and Award of Contract	9
Article 21 – Contract Security and Insurance.....	10
Article 22 – Signing of Agreement	10

SECTION I

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office (City of Stockbridge, GA)* – All potential Bidders can obtain a copy of the Bid and Specifications located on the City’s website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge’s Procurement Department will maintain the official Plan Holders List for this project.
- B. *Plan Holders List* - Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. **Only bids received from Bidders that attend the Mandatory Pre-Bid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.** The City of Stockbridge’s Procurement Department will maintain the official Plan Holders List for this project.
- C. *Local Maintenance & Improvements Grant (LMIG)* – Funding from the Georgia Department of Transportation (GDOT).
- D. *Owner’s Representative* – Falcon Design Consultants, LLC, an independent consulting engineering firm, is the City of Stockbridge’s appointed Owner’s Representative for this project.

ARTICLE 2 – FUNDING AND FEDERAL REQUIREMENTS

- A. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

ARTICLE 3 – COPIES OF BIDDING DOCUMENTS

- A. All potential Bidders can obtain a copy of the Bid and Specifications located on the City’s website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge’s Procurement Department will maintain the official Plan Holders List for this project.

SECTION I

- 3.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 4 – QUALIFICATIONS OF BIDDERS AND PROJECT REQUIREMENTS

- 4.01 Bidders are required to self-perform a minimum of **51%** of the total work required to provide a completed project to the Owner.
- 4.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence with bid such as financial data, previous experience, present commitments, and such other data as may be called for below.
 - A. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload)
 - B. Required Bidder current GDOT Prequalification Certificate.

ARTICLE 5 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

5.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings, if any, referenced in Paragraph 4.01.A will be made available by Owner to any Bidder upon written request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

SECTION I

5.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions. On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

5.05 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;

SECTION I

- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 5.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 – MANDATORY PRE-BID CONFERENCE

- 6.01 A Mandatory Prebid Conference will be held online at **10:00 A.M, EDT** on **Thursday, February 4, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is mandatory. Only bidders that attend this Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders on the Plan Holder List will be allowed to submit a bid for this project.
- 6.02 To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click **Join Meeting**.

ARTICLE 7 – SITE AND OTHER AREAS

- 7.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 8 – INTERPRETATIONS AND ADDENDA

- 8.01 All questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the

SECTION I

City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Issuing Office as having received the Bidding Documents. Questions received after **12:00 PM Noon** on **Friday, February 26, 2021, Reference: "2021 LMIG Program – ITB#2021-0001"** may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 8.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer and all Addenda will be transmitted to all bidders listed on the Plan Holders List.

ARTICLE 9 – BID SECURITY

- 9.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 9.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of even days after the Effective Date of Section VIII – Form of Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 9.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 10 – CONTRACT TIMES

- 10.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Section III - Bid Form and Section VIII – Form of Agreement.

ARTICLE 11 – LIQUIDATED DAMAGES

- 11.01 Provisions for liquidated damages, if any, are set forth in Section VIII – Form of Agreement.

ARTICLE 12 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 12.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding

SECTION I

Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 10 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 13 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 13.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of Section VIII – Form of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 13.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of Section VIII – Form of Agreement as provided in Paragraph 6.06 of the General Conditions.
- 13.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 14 – PREPARATION OF BID

- 14.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 14.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section listed therein.
- 14.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall

SECTION I

be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 14.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 14.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 14.06 A Bid by an individual shall show the Bidder's name and official address.
- 14.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 14.08 All names shall be printed in ink below the signatures.
- 14.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 14.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 14.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 15 – BASIS OF BID; COMPARISON OF BIDS

15.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The value of items required by the Contract Documents but not show in the line items on the Bid Form shall be included in the unit price of the line item that relates to this work.
- C. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.02 *Allowances*

SECTION I

- A. In the amount bid on the Bid Form submitted, the Bidder shall include a **\$50,000** Contingency Allowance. This allowance is for additional work as directed by the Owner. Monies not utilized by the Owner for this project will be removed from the final contract price at the completion of the project by use of a Change Order.

ARTICLE 16 – SUBMITTAL OF BID

- 16.01 With each copy of the Bidding Documents, a Bidder is furnished a PDF copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

- A. Required Bid security;
- B. List of Proposed Subcontractors (if known);
- C. List of Proposed Suppliers (if known);
- D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
- E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
- F. GDOT Prequalification Certificate;
- G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
- H. Contractor Affidavit and Agreement;
- I. Subcontractor Affidavit and Agreement (if known);

- 16.02 A Bid shall be delivered via **“Mail Only”** no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.

- 16.01 All bids must be **“Mailed Only”** to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date **(March 25, 2021 at 3:00 PM)**.

- 16.02 The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **“BID ENCLOSED – 2021 LMIG PROGRAM”**. All mailed Bids shall be addressed to the **City of Stockbridge; Attention: Purchasing Division, Lindell Y. Miller; 4640 North Henry Boulevard, Stockbridge, GA 30281.**

- 16.03 Bid packages submitted shall include **one (1)** complete set of bid documents, as required by this section, with original signatures and seals as required and this document set shall be labeled

SECTION I

“Original”. Additionally, **two (2)** complete copy sets of the bid documents, as required by this section, labeled **“Copy”** shall be included in the bid package.

ARTICLE 17 – MODIFICATION AND WITHDRAWAL OF BID

- 17.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 17.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 18 – OPENING OF BIDS

- 18.01 **Due to COVID-19 and CDC Guidelines, the City of Stockbridge Procurement Division, will be conducting this Public Bid Opening 100% online! For your convenience, this Public Bid Opening meeting will be live streamed on Thursday, March 25, 2021 at 3:01 PM, EDT via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting.**

ARTICLE 19 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 20 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.
- 20.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 20.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities

SECTION I

proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 20.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 20.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.

ARTICLE 21 – CONTRACT SECURITY AND INSURANCE

- 21.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 22 – SIGNING OF AGREEMENT

- 22.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required five (5) sets of the Contract Documents and Technical Specifications with unsigned counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement as attached thereto. Within fifteen (15) calendar days thereafter, Successful Bidder shall sign and deliver all five (5) sets of the Contract Documents and Technical Specifications with signed and sealed counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement to Owner. Within thirty (30) calendar days thereafter, a project Preconstruction Conference will be scheduled and at that meeting the Owner shall deliver two fully signed counterparts to Successful Bidder with a complete set of the Drawings with appropriate identification if required.

SECTION II

INVITATION TO BID



**CITY OF STOCKBRIDGE PROCUREMENT DIVISION
2021 LMIG PROGRAM
ITB NO: 2021-0001**

DATE: JANUARY 21, 2021

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "2021 LMIG Program" project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-0001 "2021 LMIG Program" project.

The activity is proposed to be funded or partially funded with Georgia Department of Transportation – Local Maintenance & Improvement Grant (LMIG) funds. Bidders must possess a current GDOT Prequalification Certificate. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.

A Mandatory Prebid Conference will be held online at **10:00 A.M, EDT on Thursday, February 4, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is mandatory. Only bidders that attend this Mandatory Pre-Bid Conference will be included on

SECTION II

the Plan Holders List. Only bids received from Bidders that attend the mandatory Pre-bid will be allowed to submit a bid for this project.

Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting **Public Bid Opening and Prebid meetings** 100% online!

For your convenience, this Public Bid Opening meeting will be live streamed on **Thursday, March 25, 2021 at 3:01 PM, EDT** via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting.

Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov by **12 noon on February 26, 2021**, **Reference: "2021 LMIG Program - ITB# 2021-0001"**.

All bids must be "**Mailed Only**" to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**March 25, 2021 at 3:00 PM**).

No bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated for the receipt of Bids or until the Bidder is notified by the City whichever is sooner. The City reserves the right to accept or reject any and all bids and to waive irregularities, technicalities, and formalities.

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier's check made payable to the City of Stockbridge, Georgia. The entire Bid Bond shall be forfeited to the City of Stockbridge, Georgia as liquidated damages if the bidder fails to execute all sets of the Contract Documents and provide Performance and Payment Bonds within fifteen (15) days after receipt of the documents.

The successful bidder will be required to furnish a contract Performance Bond and a Payment Bond, each in the sum of one hundred percent (100%) of the total amount bid and provide insurance coverage as required in the Contract Documents.

Note: For more information please refer to the Instruction to Bidders and the Contract Documents, which govern and supersede this Invitation to Bid.

SECTION III

BID FORM



CITY OF STOCKBRIDGE PROCUREMENT DIVISION

SPECIFICATIONS AND CONTRACT DOCUMENTS

2021 LMIG PROGRAM

ITB NO: 2021-0001

Thursday, March 25, 2021 - 3:00 PM



ORIGINAL

SECTION III

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid.....	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	6

SECTION III

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Stockbridge, Georgia

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>3/6/2021</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

SECTION III

means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

SECTION III

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s) :

<u>ITEM NO.:</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1	L.S	MOBILIZATION, BONDS AND TRAFFIC CONTROL	\$ <u>69,450.76</u>	\$ <u>69,450.76</u>
2.	68,500	L.F.	6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0"	\$ <u>2.84</u>	\$ <u>194,540.00</u>
3.	450	TON	3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>156.77</u>	\$ <u>70,546.50</u>
4.	3,200	TON	1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT	\$ <u>105.32</u>	\$ <u>337,024.00</u>
5.	7,200	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>90.30</u>	\$ <u>650,160.00</u>
6.	60	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>158.58</u>	\$ <u>9,514.80</u>
7.	560	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ <u>4.91</u>	\$ <u>2,749.60</u>
8.	150	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$ <u>525.71</u>	\$ <u>78,856.50</u>
9.	2	EA.	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$ <u>321.27</u>	\$ <u>642.54</u>

SECTION III

10.	400	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE WHITE	\$ <u>10.28</u>	\$ <u>4,112.00</u>
11.	60	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE YELLOW	\$ <u>2.45</u>	\$ <u>147.00</u>
12.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW	\$ <u>7.71</u>	\$ <u>1,927.50</u>
13.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE	\$ <u>7.71</u>	\$ <u>1,927.50</u>
14.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ <u>321.27</u>	\$ <u>642.54</u>
15.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$ <u>321.27</u>	\$ <u>642.54</u>
16.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW	\$ <u>321.27</u>	\$ <u>642.54</u>
17.	4	EA.	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE x 2" RECYCLED SOLID RUBBER SPEED BUMP W/ REFLECTORS, MINIMUM 19' LONG CONTINUOUS W/ END CAPS (BLACK/YELLOW) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS; PER "UnimatTraffic" REFERENCE NO. 8001, OR APPROVED EQUIVALENT.	\$ <u>2,213.84</u>	\$ <u>8,855.36</u>
18.	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Total Base Bid in Words:

One Million, Four Hundred Eighty-Two Thousand, Three Hundred
Eighty-Two **Dollars**

In Numbers: \$ 1,482,382.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

SECTION III

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors (if known);
 - C. List of Proposed Suppliers (if known);
 - D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
 - E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
 - F. GDOT Prequalification Certificate;
 - G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
 - H. Contractor Affidavit and Agreement;
 - I. Subcontractor Affidavit and Agreement (if known);

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SECTION III

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): N/A

By: N/A
(Individual's signature)

Doing business as: N/A

A Partnership

Partnership Name: N/A

By: N/A
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

A Corporation

Corporation Name: HEH Paving, Inc.
(SEAL)

State of Incorporation: Georgia
Type (General Business, Professional, Service, Limited Liability): General Business

By: Hobson E. Milner
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Hobson E. Milner

Title: President
(CORPORATE SEAL)

Attest [Signature]

Date of Qualification to do business in Georgia is
09 / 29 / 1988

SECTION III

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: N/A
(SEAL)

By: N/A
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

Second Joint Venturer Name: N/A
(SEAL)

By: N/A
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: N/A

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 3384 Almand Road, Atlanta, GA 30316

Phone No. 770-964-4955 Fax No. 770-964-4958

E-mail ericbrunson@hehpaving.com _____

SECTION III

SUBMITTED on March 25, 2021.

GDOT Prequalification Certificate No. 2HE321.

SECTION IV

BID BOND

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

BIDDER (Name and Address):

HEH Paving, Inc.
3384 Almand Road SE
Atlanta, GA 30316

SURETY (Name and Address of Principal Place of Business):

Philadelphia Indemnity Insurance Company
Three Bala Plaza East, Suite 400Bala
Cynwyd, PA 19004

OWNER (Name and Address):

City of Stockbridge
4640 North Henry Blvd
Stockbridge, GA 30281

BID

Bid Due Date: March 25, 2021 at 3:00 PM

Description (Project Name and Include Location):

CITY OF STOCKBRIDGE - 2021 LMIG PROGRAM

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): March 25, 2021

Penal sum ---Five Percent (5%) of Amount Bid---

(Words)

\$ 5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

HEH Paving, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Robert E. Miller
Signature

Robert E. Miller

Print Name

PRESIDENT

Title

Attest:

[Signature]
Signature

PROJECT MANAGER

Title

SURETY

Philadelphia Indemnity Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Marvala Erinkitola
Signature (Attach Power of Attorney)

Marvala Erinkitola

Print Name

Attorney-In-Fact

Title

Attest:

[Signature]
Signature

Melissa Potts, Attorney-In-Fact

Title

SECTION IV

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint John David Potts, Marvala Erinkitola & Melissa Potts of Founders Insurance Group, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

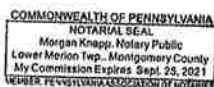
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of March, 20 21.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



ORIGINAL

SECTION V

CONTRACTOR FURNISHED DOCUMENTS

SECTION VI

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 that is contracting with the City of Stockbridge, Georgia, 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 Stockbridge, Georgia, contractor will secure from each 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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to City of Stockbridge, Georgia at the time the subcontractor(s) is retained to perform such service.

125246

EEV/Basic Pilot Program* User Identification Number

Hobson E. Milner
BY: Authorized Officer or Agent
(Contractor Name)

21 December 2007
Date

President
Title of Authorized Officer of Contractor

Hobson E. Milner
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 24 DAY OF March, 2021

[Signature]
Notary Public I
My Commission Expires: 03-31-2011

*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VII

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with HEH Paving, Inc. (name of contractor) on behalf of City of Stockbridge, Georgia, has registered with and is participating in a federal work authorization program*[or 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.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VIII

FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Stockbridge, Georgia (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All material, labor, tools, equipment, and any other miscellaneous items necessary to complete the work as described in the Construction Drawings & Specifications.

ARTICLE 2 – THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: City of Stockbridge, Georgia’s “2021 LMIG Program” project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge’s “2021 LMIG Program - ITB# 2021-0001” project.

ARTICLE 3 – ENGINEER (OWNER’S REPRESENTATIVE)

- 3.01 The Project has been designed by Falcon Design Consultants, LLC (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 75 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph

SECTION VIII

14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:
- A. For all Work at the Unit Price Base Bid of: _____ **DOLLARS (\$0.00)**
- B. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of PAYMENTS*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

SECTION VIII

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site;

SECTION VIII

information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond.
 - 3. Payment Bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions
 - 6. Technical Specifications.
 - 7. Drawings (Location Maps)
 - 8. Addenda.
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.

SECTION VIII

- b. Documentation submitted by Contractor prior to Notice of Award.
 - c. Certificate of Insurance.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract 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.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part

SECTION VIII

thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

1. *Indemnification:* The CONTRACTOR shall indemnify and hold harmless the OWNER and Consulting ENGINEER (also known as Falcon Design Consultants, LLC) and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss, expense or attorney's fees is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. 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 Clause. In any and all claims against the OWNER or the Consulting ENGINEER (Falcon Design Consultants, LLC) or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not

SECTION VIII

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 workman's compensation acts, disability benefit acts or other employee benefit acts.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Stockbridge, Georgia

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

4640 North Henry Boulevard

Stockbridge, GA 30281

Phone: (770) 389-7900

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

Phone: _____

GDOT Prequalification Certificate No:

(Where applicable)

Agent for service of process:

SECTION IX

NOTICE TO PROCEED



Date: _____

Project: 2021 LMIG Program

Owner: City of Stockbridge, Georgia

Owner's Contract No.: ITB# 2021-0001

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____, On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Completion is _____, and the number of consecutive calendar days to achieve Substantial Completion is 75, and the number of consecutive calendar days to achieve readiness for Final Completion including Closeout Documents is 20.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Contractor:

Owner: **City of Stockbridge, Georgia**

Authorized Signature

Authorized Signature

Title

Title

Date

Date

SECTION X

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT

Effective Date of

Agreement:

Amount: \$_____.

Description (*Name and Location*): 2021 LMIG Program

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)

Contractor's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION X

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

SECTION X

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. 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 Contractor ceased working or within two years after 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.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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.

11. Definitions.

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

SECTION X

- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

SECTION XI
PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Stockbridge, Georgia
4640 North Henry Boulevard
Stockbridge, GA 30281

CONTRACT

Effective Date of Agreement:

Amount: \$ _____

Description (*Name and Location*): 2021 LMIG Program

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)
Contractor's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

SECTION XI

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to 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 Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to 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 or equipment 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 Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had 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 Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. 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 Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the



SECTION XI

Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. 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. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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 of any person or entity appearing to be a potential beneficiary of this Bond, 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 Contractor, or with a first-tier subcontractor of 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 Contract, architectural and engineering services required for performance of the Work of Contractor and 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 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other*):

SECTION XII

CERTIFICATE OF CONTRACTOR'S ATTORNEY

I, the undersigned, Hobson E. Milner, the duly authorized and
acting legal representative of (Contractor) HEH Paving, Inc.,
do hereby certify as follows:

I have examined the attached Contract and Performance and Payment Bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: 3/24/2021



SECTION XIII

CERTIFICATE OF OWNER'S ATTORNEY



I, the undersigned, _____, the duly authorized and acting legal representative of the **City of Stockbridge, Georgia**, do hereby certify as follows:

I have examined the attached Contract and the manner of execution thereof by the authorized City representatives, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the City of Stockbridge, Georgia; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signature: _____

Date: _____

SECTION XIV

GENERAL CONDITIONS

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	4
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed	6
2.04 Starting the Work	6
2.05 Before Starting Construction	6
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules	7
Article 3 – Contract Documents: Intent, Amending, Reuse	7
3.01 Intent.....	7
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	8
3.04 Amending and Supplementing Contract Documents	9
3.05 Reuse of Documents	9
3.06 Electronic Data.....	9
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	10
4.03 Differing Subsurface or Physical Conditions.....	10
4.04 Underground Facilities	12
4.05 Reference Points	12
4.06 Hazardous Environmental Condition at Site.....	13
Article 5 – Bonds and Insurance	14
5.01 Performance, Payment, and Other Bonds	14
5.02 Licensed Sureties and Insurers	15
5.03 Certificates of Insurance	15
5.04 Contractor’s Insurance	15
5.05 Owner’s Liability Insurance	17
5.06 Property Insurance	17
5.07 Waiver of Rights	17
5.08 Receipt and Application of Insurance Proceeds	18
5.09 Acceptance of Bonds and Insurance; Option to Replace.....	18
5.10 Partial Utilization, Acknowledgment of Property Insurer.....	18

SECTION XIV

Article 6 – Contractor’s Responsibilities	18
6.01 Supervision and Superintendence	18
6.02 Labor; Working Hours.....	19
6.03 Services, Materials, and Equipment	19
6.04 Progress Schedule	19
6.05 Substitutes and “Or-Equals”	19
6.06 Concerning Subcontractors, Suppliers, and Others	22
6.07 Patent Fees and Royalties	23
6.08 Permits.....	23
6.09 Laws and Regulations.....	24
6.10 Taxes	24
6.11 Use of Site and Other Areas	24
6.12 Record Documents.....	25
6.13 Safety and Protection	25
6.14 Safety Representative	26
6.15 Hazard Communication Programs	26
6.16 Emergencies	26
6.17 Shop Drawings and Samples	26
6.18 Continuing the Work	28
6.19 Contractor’s General Warranty and Guarantee.....	28
6.20 Indemnification	29
6.21 Delegation of Professional Design Services	30
Article 7 – Other Work at the Site.....	30
7.01 Related Work at Site	30
7.02 Coordination.....	31
7.03 Legal Relationships.....	31
Article 8 – Owner’s Responsibilities	31
8.01 Communications to Contractor.....	31
8.02 Replacement of Engineer.....	32
8.03 Furnish Data	32
8.04 Pay When Due	32
8.05 Lands and Easements; Reports and Tests	32
8.06 Insurance	32
8.07 Change Orders.....	32
8.08 Inspections, Tests, and Approvals	32
8.09 Limitations on Owner’s Responsibilities	32
8.10 Undisclosed Hazardous Environmental Condition.....	32
8.11 Evidence of Financial Arrangements	33
8.12 Compliance with Safety Program.....	33
Article 9 – Engineer’s Status During Construction	33
9.01 Owner’s Representative.....	33
9.02 Visits to Site	33
9.03 Project Representative	33
9.04 Authorized Variations in Work	34
9.05 Rejecting Defective Work	34
9.06 Shop Drawings, Change Orders and Payments	34



SECTION XIV

9.07	Determinations for Unit Price Work	34
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work	34
9.09	Limitations on Engineer's Authority and Responsibilities.....	35
9.10	Compliance with Safety Program.....	35
Article 10 – Changes in the Work; Claims		36
10.01	Authorized Changes in the Work	36
10.02	Unauthorized Changes in the Work	36
10.03	Execution of Change Orders.....	36
10.04	Notification to Surety	36
10.05	Claims.....	37
Article 11 – Cost of the Work; Allowances; Unit Price Work.....		37
11.01	Cost of the Work	37
11.02	Allowances	40
11.03	Unit Price Work	40
Article 12 – Change of Contract Price; Change of Contract Times.....		41
12.01	Change of Contract Price	41
12.02	Change of Contract Times	42
12.03	Delays	42
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....		43
13.01	Notice of Defects	43
13.02	Access to Work	43
13.03	Tests and Inspections	43
13.04	Uncovering Work.....	44
13.05	Owner May Stop the Work.....	44
13.06	Correction or Removal of Defective Work.....	45
13.07	Correction Period	45
13.08	Acceptance of Defective Work	46
13.09	Owner May Correct Defective Work	46
Article 14 – Payments to Contractor and Completion.....		47
14.01	Schedule of Values	47
14.02	Progress Payments	47
14.03	Contractor's Warranty of Title	50
14.04	Substantial Completion.....	50
14.05	Partial Utilization	50
14.06	Final Inspection.....	51
14.07	Final Payment	51
14.08	Final Completion Delayed.....	52
14.09	Waiver of Claims	53
Article 15 – Suspension of Work and Termination		53
15.01	Owner May Suspend Work	53
15.02	Owner May Terminate for Cause	53
15.03	Owner May Terminate For Convenience.....	54
15.04	Contractor May Stop Work or Terminate	55

SECTION XIV

Article 16 – Dispute Resolution	55
16.01 Methods and Procedures	55
Article 17 – Miscellaneous	56
17.01 Giving Notice	56
17.02 Computation of Times	56
17.03 Cumulative Remedies	56
17.04 Survival of Obligations	56
17.05 Controlling Law	56
17.06 Headings	56



SECTION XIV

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop

SECTION XIV

Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

SECTION XIV

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.



ORIGINAL

SECTION XIV

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

SECTION XIV

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

SECTION XIV

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 15th day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 15 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during



SECTION XIV

performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

SECTION XIV

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*



SECTION XIV

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole



SECTION XIV

risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Not Used

4.03 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 - 1. is of such a nature as to require a change in the Contract Documents; or

SECTION XIV

2. differs materially from that shown or indicated in the Contract Documents; or
3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.



SECTION XIV

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor



SECTION XIV

shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which

SECTION XIV

such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. Not Used
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.



ORIGINAL

SECTION XIV

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

SECTION XIV

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence



SECTION XIV

satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

Not Used

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.



SECTION XIV

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Not Used
- B. Not Used

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

Not Used

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

SECTION XIV

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material



SECTION XIV

or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

SECTION XIV

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state:
- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
- a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes



SECTION XIV

in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.



SECTION XIV

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. Not Used
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.



SECTION XIV

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

SECTION XIV

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

SECTION XIV

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

SECTION XIV

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

SECTION XIV

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is



SECTION XIV

not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

SECTION XIV

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials

SECTION XIV

and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

SECTION XIV

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Not Used

SECTION XIV

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

SECTION XIV

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

SECTION XIV

- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.



SECTION XIV

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

SECTION XIV

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment

SECTION XIV

in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

SECTION XIV

- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.



SECTION XIV

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

SECTION XIV

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or

SECTION XIV

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

SECTION XIV

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

SECTION XIV

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will

SECTION XIV

conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

SECTION XIV

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

SECTION XIV

resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend

SECTION XIV

payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in



SECTION XIV

Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Twenty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

SECTION XIV

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part

SECTION XIV

of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. Not Used

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and

SECTION XIV

- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.



ORIGINAL



CITY OF STOCKBRIDGE
PROCUREMENT DIVISION
SPECIFICATIONS AND CONTRACT DOCUMENTS

2021 LMIG PROGRAM

ITB NO: 2021-0001

JANUARY 21, 2021



STOCKBRIDGE OFFICE: 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.389.8666
CUMMING OFFICE: 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100
NEWNAN OFFICE: 40 Greenway Court, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

TABLE OF CONTENTS



CITY OF STOCKBRIDGE PROCUREMENT DIVISION SPECIFICATIONS AND CONTRACT DOCUMENTS 2021 LMIG PROGRAM

ITB NO: 2021-0001

PART 1 – BIDDING / AGREEMENTS / BONDS / CONDITIONS

- I. INSTRUCTION TO BIDDERS
- II. INVITATION TO BID
- III. BID FORM
- IV. BID BOND
- V. CONTRACTOR FURNISHED DOCUMENTS
- VI. CONTRACTOR AFFIDAVIT AND AGREEMENT
- VII. SUBCONTRACTOR AFFIDAVIT
- VIII. FORM OF AGREEMENT
- IX. NOTICE TO PROCEED
- X. PERFORMANCE BOND
- XI. PAYMENT BOND

- XII. CERTIFICATE OF CONTRACTOR'S ATTORNEY
- XIII. CERTIFICATE OF OWNER'S ATTORNEY
- XIV. GENERAL CONDITIONS
- XV. SUPPLEMENTARY CONDITIONS
- XVI. PROJECT MAPS
- XVII. REFERENCE VERIFICATION AND RELEASE FORM

PART II – SPECIFICATIONS

SECTION 01025	MEASUREMENT AND PAYMENT
SECTION 01100	SUMMARY
SECTION 01200	PRICE AND PAYMENT PROCEDURES
SECTION 01300	ADMINISTRATIVE REQUIREMENTS
SECTION 01323	CONSTRUCTION PROGRESS SCHEDULES
SECTION 01330	SUBMITTAL PROCEDURES
SECTION 01400	QUALITY REQUIREMENTS
SECTION 01500	TEMPORARY FACILITIES AND CONTROLS
SECTION 01600	PRODUCT REQUIREMENTS
SECTION 01630	PRODUCT SUBSTITUTION PROCEDURES
SECTION 01700	EXECUTION REQUIREMENTS
SECTION 01720	RECORD DOCUMENTS

END

SECTION I
INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms.....	1
Article 2 – Funding and federal requirements	1
Article 3 – Copies of Bidding Documents.....	1
Article 4 – Qualifications of Bidders and project requirements	2
Article 5 – Examination of Bidding Documents, Other Related Data, and Site	2
Article 6 – Mandatory Pre-Bid Conference.....	4
Article 7 – Site and Other Areas	4
Article 8 – Interpretations and Addenda.....	4
Article 9 – Bid Security	5
Article 10 – Contract Times	5
Article 11 – Liquidated Damages	5
Article 12 – Substitute and “Or-Equal” Items	5
Article 13 – Subcontractors, Suppliers and Others.....	6
Article 14 – Preparation of Bid	6
Article 15 – Basis of Bid; Comparison of Bids	7
Article 16 – Submittal of Bid	8
Article 17 – Modification and Withdrawal of Bid	9
Article 18 – Opening of Bids	9
Article 19 – Bids to Remain Subject to Acceptance	9
Article 20 – Evaluation of Bids and Award of Contract	9
Article 21 – Contract Security and Insurance.....	10
Article 22 – Signing of Agreement	10

SECTION I

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office (City of Stockbridge, GA)* – All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.
- B. *Plan Holders List* - Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. **Only bids received from Bidders that attend the Mandatory Pre-Bid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.** The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.
- C. *Local Maintenance & Improvements Grant (LMIG)* – Funding from the Georgia Department of Transportation (GDOT).
- D. *Owner's Representative* – Falcon Design Consultants, LLC, an independent consulting engineering firm, is the City of Stockbridge's appointed Owner's Representative for this project.

ARTICLE 2 – FUNDING AND FEDERAL REQUIREMENTS

- A. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

ARTICLE 3 – COPIES OF BIDDING DOCUMENTS

- A. All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.

SECTION I

- 3.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 4 – QUALIFICATIONS OF BIDDERS AND PROJECT REQUIREMENTS

- 4.01 Bidders are required to self-perform a minimum of 51% of the total work required to provide a completed project to the Owner.
- 4.02 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence with bid such as financial data, previous experience, present commitments, and such other data as may be called for below.
 - A. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload)
 - B. Required Bidder current GDOT Prequalification Certificate.

ARTICLE 5 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

5.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Copies of reports and drawings, if any, referenced in Paragraph 4.01.A will be made available by Owner to any Bidder upon written request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

SECTION I

5.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

5.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions. On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

5.05 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;

SECTION I

- E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

- 5.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 6 – MANDATORY PRE-BID CONFERENCE

- 6.01 A Mandatory Prebid Conference will be held online at **10:00 A.M. EDT** on **Thursday, February 4, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is mandatory. Only bidders that attend this Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders on the Plan Holder List will be allowed to submit a bid for this project.
- 6.02 To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click **Join Meeting**.

ARTICLE 7 – SITE AND OTHER AREAS

- 7.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 8 – INTERPRETATIONS AND ADDENDA

- 8.01 All questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the

SECTION I

City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Issuing Office as having received the Bidding Documents. Questions received after **12:00 PM Noon** on **Friday, February 26, 2021, Reference: "2021 LMIG Program – ITB#2021-0001"** may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 8.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer and all Addenda will be transmitted to all bidders listed on the Plan Holders List.

ARTICLE 9 – BID SECURITY

- 9.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 9.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of even days after the Effective Date of Section VIII – Form of Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 9.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 10 – CONTRACT TIMES

- 10.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Section III - Bid Form and Section VIII – Form of Agreement.

ARTICLE 11 – LIQUIDATED DAMAGES

- 11.01 Provisions for liquidated damages, if any, are set forth in Section VIII – Form of Agreement.

ARTICLE 12 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 12.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitutes or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding

SECTION I

Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 10 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 13 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 13.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of Section VIII – Form of Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 13.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of Section VIII – Form of Agreement as provided in Paragraph 6.06 of the General Conditions.
- 13.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 14 – PREPARATION OF BID

- 14.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 14.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section listed therein.
- 14.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall

SECTION I

be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 14.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 14.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 14.06 A Bid by an individual shall show the Bidder's name and official address.
- 14.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 14.08 All names shall be printed in ink below the signatures.
- 14.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 14.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 14.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 15 – BASIS OF BID; COMPARISON OF BIDS

15.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The value of items required by the Contract Documents but not show in the line items on the Bid Form shall be included in the unit price of the line item that relates to this work.
- C. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.02 *Allowances*

SECTION I

- A. In the amount bid on the Bid Form submitted, the Bidder shall include a \$50,000 Contingency Allowance. This allowance is for additional work as directed by the Owner. Monies not utilized by the Owner for this project will be removed from the final contract price at the completion of the project by use of a Change Order.

ARTICLE 16 – SUBMITTAL OF BID

- 16.01 With each copy of the Bidding Documents, a Bidder is furnished a PDF copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors (if known);
 - C. List of Proposed Suppliers (if known);
 - D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
 - E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
 - F. GDOT Prequalification Certificate;
 - G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
 - H. Contractor Affidavit and Agreement;
 - I. Subcontractor Affidavit and Agreement (if known);
- 16.02 A Bid shall be delivered via **“Mail Only”** no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents.
- 16.01 All bids must be **“Mailed Only”** to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**March 25, 2021 at 3:00 PM**).
- 16.02 The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **“BID ENCLOSED – 2021 LMIG PROGRAM”**. All mailed Bids shall be addressed to the **City of Stockbridge; Attention: Purchasing Division, Lindell Y. Miller; 4640 North Henry Boulevard, Stockbridge, GA 30281.**
- 16.03 Bid packages submitted shall include **one (1)** complete set of bid documents, as required by this section, with original signatures and seals as required and this document set shall be labeled

SECTION I

“Original”. Additionally, **two (2)** complete copy sets of the bid documents, as required by this section, labeled **“Copy”** shall be included in the bid package.

ARTICLE 17 – MODIFICATION AND WITHDRAWAL OF BID

- 17.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 17.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 18 – OPENING OF BIDS

- 18.01 **Due to COVID-19 and CDC Guidelines, the City of Stockbridge Procurement Division, will be conducting this Public Bid Opening 100% online! For your convenience, this Public Bid Opening meeting will be live streamed on Thursday, March 25, 2021 at 3:01 PM, EDT via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting.**

ARTICLE 19 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 20 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible.
- 20.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 20.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities

SECTION I

proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

- 20.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 20.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Owner.

ARTICLE 21 – CONTRACT SECURITY AND INSURANCE

- 21.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 22 – SIGNING OF AGREEMENT

- 22.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required five (5) sets of the Contract Documents and Technical Specifications with unsigned counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement as attached thereto. Within fifteen (15) calendar days thereafter, Successful Bidder shall sign and deliver all five (5) sets of the Contract Documents and Technical Specifications with signed and sealed counterparts of Section VIII – Form of Agreement along with the other Contract Documents which are identified in Section VIII – Form of Agreement to Owner. Within thirty (30) calendar days thereafter, a project Preconstruction Conference will be scheduled and at that meeting the Owner shall deliver two fully signed counterparts to Successful Bidder with a complete set of the Drawings with appropriate identification if required.

SECTION II

INVITATION TO BID



CITY OF STOCKBRIDGE PROCUREMENT DIVISION 2021 LMIG PROGRAM ITB NO: 2021-0001

DATE: JANUARY 21, 2021

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "2021 LMIG Program" project. The work consists of furnishing and installing all materials, labor, tools, equipment, and related services required for a complete project. This project includes but is not limited to the repair and resurfacing of approximately 6.2 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-0001 "2021 LMIG Program" project.

The activity is proposed to be funded or partially funded with Georgia Department of Transportation – Local Maintenance & Improvement Grant (LMIG) funds. Bidders must possess a current GDOT Prequalification Certificate. The City of Stockbridge in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

All potential Bidders can obtain a copy of the Bid and Specifications located on the City's website at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will maintain the official Plan Holders List for this project.

A Mandatory Prebid Conference will be held online at **10:00 A.M, EDT on Thursday, February 4, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is mandatory. Only bidders that attend this Mandatory Pre-Bid Conference will be included on

SECTION II

the Plan Holders List. Only bids received from Bidders that attend the mandatory Pre-bid will be allowed to submit a bid for this project.

Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting **Public Bid Opening and Prebid meetings** 100% online!

For your convenience, this Public Bid Opening meeting will be live streamed on **Thursday, March 25, 2021 at 3:01 PM, EDT** via Cisco WebEx. Joining the WebEx meeting will allow you to view the vendors responding to each bid and the bid amount submitted from each vendor. This will replace in-person Bid Openings. To view the Public Bid Opening, please visit the City of Stockbridge Procurement Website at: <https://www.cityofstockbridge.com/pview.aspx?id=4640> and click Join Meeting.

Any questions pertaining to the requirements of the Contract Documents and Technical Specifications, either procedural or technical, shall be in writing and are to be submitted to the City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at ProcurementDivision@cityofstockbridge-ga.gov by **12 noon on February 26, 2021**, Reference: **"2021 LMIG Program - ITB# 2021-0001"**.

All bids must be **"Mailed Only"** to the Stockbridge City Hall, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**March 25, 2021 at 3:00 PM**).

No bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated for the receipt of Bids or until the Bidder is notified by the City whichever is sooner. The City reserves the right to accept or reject any and all bids and to waive irregularities, technicalities, and formalities.

Each bid shall be accompanied by a Bid Bond in an amount of not less than five percent (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier's check made payable to the City of Stockbridge, Georgia. The entire Bid Bond shall be forfeited to the City of Stockbridge, Georgia as liquidated damages if the bidder fails to execute all sets of the Contract Documents and provide Performance and Payment Bonds within fifteen (15) days after receipt of the documents.

The successful bidder will be required to furnish a contract Performance Bond and a Payment Bond, each in the sum of one hundred percent (100%) of the total amount bid and provide insurance coverage as required in the Contract Documents.

Note: For more information please refer to the Instruction to Bidders and the Contract Documents, which govern and supersede this Invitation to Bid.

SECTION III

BID FORM



CITY OF STOCKBRIDGE PROCUREMENT DIVISION

SPECIFICATIONS AND CONTRACT DOCUMENTS

2021 LMIG PROGRAM

ITB NO: 2021-0001

Thursday, March 25, 2021 - 3:00 PM

SECTION III

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	6

SECTION III

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Stockbridge, Georgia

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	3/22/2021

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

SECTION III

means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

SECTION III

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s) :

<u>ITEM NO.:</u>	<u>ESTIMATED QUANTITY</u>	<u>UNITS</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	1	L.S	MOBILIZATION, BONDS AND TRAFFIC CONTROL	\$ <u>93,656.16</u>	\$ <u>93,656.16</u>
2.	68,500	L.F.	6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0"	\$ <u>1.83</u>	\$ <u>125,355.00</u>
3.	450	TON	3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>162.66</u>	\$ <u>73,197.00</u>
4.	3,200	TON	1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT	\$ <u>106.77</u>	\$ <u>341,664.00</u>
5.	7,200	TON	1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>88.38</u>	\$ <u>636,336.00</u>
6.	60	TON	RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME	\$ <u>133.91</u>	\$ <u>8,034.60</u>
7.	560	GAL	BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.	\$ <u>2.88</u>	\$ <u>1,612.80</u>
8.	150	EA.	ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE	\$ <u>241.55</u>	\$ <u>36,232.50</u>
9.	2	EA.	ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE	\$ <u>196.61</u>	\$ <u>393.22</u>

SECTION III

10.	400	L.F.	GDOT THERMOPLASTIC STOP BAR, 24" WIDE WHITE	\$ <u>4.91</u>	\$ <u>1,964.00</u>
11.	60	L.F.	GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE YELLOW	\$ <u>1.08</u>	\$ <u>64.80</u>
12.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW	\$ <u>2.46</u>	\$ <u>615.00</u>
13.	250	L.F.	GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE	\$ <u>2.46</u>	\$ <u>615.00</u>
14.	2	EA,	GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW	\$ <u>97.20</u>	\$ <u>194.40</u>
15.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW	\$ <u>97.20</u>	\$ <u>194.40</u>
16.	2	EA.	GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW	\$ <u>81.00</u>	\$ <u>162.00</u>
17.	4	EA.	REMOVE EXISTING TRAFFIC SPEED BUMP AND REPLACE WITH 12" WIDE x 2" RECYCLED SOLID RUBBER SPEED BUMP W/ REFLECTORS, MINIMUM 19' LONG CONTINUOUS W/ END CAPS (BLACK/YELLOW) INSTALLED IN ACCORDANCE WITH MANUFACTURER'S STANDARDS; PER "UnimatTraffic" REFERENCE NO. 8001, OR APPROVED EQUIVALENT.	\$ <u>800.00</u>	\$ <u>3,200.00</u>
18.	1	L.S.	PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Total Base Bid in Words:

One Million Three Hundred Seventy Three Thousand Four Hundred Ninety Dollars

and Eighty Eight Cents

Dollars

In Numbers: \$ 1,373,490.88

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

SECTION III

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors (if known);
- C. List of Proposed Suppliers (if known);
- D. List of 5 Project References (Stockbridge reference forms attached – **SECTION XVII. – REFERENCE VERIFICATION AND RELEASE FORM**);
- E. Required Bidder Qualification Statement with Supporting Data (Business License, Corporate Resolution to Bid, Financial Statement, Current Workload);
- F. GDOT Prequalification Certificate;
- G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
- H. Contractor Affidavit and Agreement;
- I. Subcontractor Affidavit and Agreement (if known);

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SECTION III

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation



Corporation Name: Blount Construction Company, Inc.

State of Incorporation: Georgia

Type (General Business, Professional, Service, Limited Liability): G.B.

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): David Faust



Title: Vice President
(CORPORATE SEAL)

Attest Corey Neuma

Date of Qualification to do business in Georgia is
8 / 31 / 1946

SECTION III

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1730 Sands Place, Marietta, GA 30067

Phone No. 770-541-7333 Fax No. 770-541-7340

E-mail david.faust@blountconstruction.com

SECTION III

SUBMITTED on March 25, 20 21.

GDOT Prequalification Certificate No. 2BL590.

CORPORATE CERTIFICATE

I, Bob Cathcart, certify that I am the President of the Corporation named as Contractor in the foregoing bid: that David Faust who signed said bid was the Vice President of said Corporation: that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This 25 day of March, 2021

Bob Cathcart

Bob Cathcart - President

(Seal)



SECTION IV

BID BOND

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

BIDDER (Name and Address): Blount Construction Company, Inc.
1730 Sands Place, Marietta, GA 30067

SURETY (Name and Address of Principal Place of Business): Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER (Name and Address): City of Stockbridge Procurement Division
4640 North Henry Blvd., Stockbridge, GA 30281

BID

Bid Due Date: **March 25, 2021 at 3:00 PM**
Description (Project Name and Include Location):
CITY OF STOCKBRIDGE – 2021 LMIG PROGRAM

BOND

Bond Number: N/A
Date (Not earlier than Bid due date):
Penal sum Five (5%) Percent of Amount Bid \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Blount Construction Company, Inc.

Bidder's Name and Corporate Seal



Signature

David Faust
Print Name Vice President

Title

Attest:

Signature

Casey Nellums - witness
Title

SURETY

Travelers Casualty and Surety Company of America (Seal)

Surety's Name and Corporate Seal



By:

Signature (Attach Power of Attorney)

Daniel Yates
Print Name

Attorney In Fact
Title

Attest:

Signature

Tina Marsh - witness
Title

SECTION IV

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Daniel Yates** of **ATLANTA**

Georgia, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of March, 2021



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

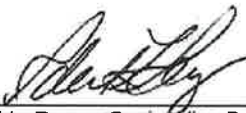
Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 18th day of December, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President

SECTION V

CONTRACTOR FURNISHED DOCUMENTS

SECTION XVII



EXHIBIT II REFERENCE VERIFICATION AND RELEASE FORM

SOLICITATION NUMBER: ITB NO.: 2021-0001

PROJECT TITLE: STOCKBRIDGE - 2021 LMIG PROGRAM

BIDDER: Blount Construction Company, Inc.

(List name exactly as provided in Bid Form)

Provide at least five (5) references for the Bidder listed above of work similar to the current project being completed within the last five (5) years. Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

REFERENCE NO. 1:

Name of Company/Entity: Forsyth County

Mailing Address: 110 East Main Street.

City/State/Zip Code: Cumming, GA 30040

Contact Person Name: Tim Allen

Contact Person Title: Assistant Director of Engineering

Contract Person Phone No.: 770-781-2160

Contract Person Email: tallen@forsythco.com

Date Work Performed: 2020-2021

Brief Description of Work Performed: Resurfacing

SECTION XVII

REFERENCE NO. 2:

Name of Company/Entity: City of Milton

Mailing Address: 13000 Deerfield Parkway, Suite 107

City/State/Zip Code: Milton, GA 30004

Contact Person Name: Matthew Fallstrom

Contact Person Title:

Contract Person Phone No.: 678-242-2500

Contract Person Email: Matthew.Fallstrom@cityofmiltonga.us

Date Work Performed: 2020

Brief Description of Work Performed: Reclamation, Milling& Resurfacing

REFERENCE NO. 3:

Name of Company/Entity: Coweta County

Mailing Address: 21 East Washington Street

City/State/Zip Code: Newnan, GA 30263

Contact Person Name: Tod Handley

Contact Person Title:

Contract Person Phone No.: 770-254-2620

Contract Person Email: thandley@coweta.ga.us

Date Work Performed: 2020

Brief Description of Work Performed: Full Depth Reclamation & Resurfacing Project

SECTION XVII

REFERENCE NO. 4:

Name of Company/Entity: [City of Lilburn](#)

Mailing Address: [340 Main Street](#)

City/State/Zip Code: [Lilburn, GA 30047](#)

Contact Person Name: [Kathy Hill](#)

Contact Person Title: [City Purchasing Director](#)

Contract Person Phone No.: [770-279-3716](#)

Contract Person Email: khill@cityoflilburn.com

Date Work Performed: [2020](#)

Brief Description of Work Performed: [Resurfacing](#)

REFERENCE NO. 5:

Name of Company/Entity: [City of Dunwoody](#)

Mailing Address: [4800 Ashford Dunwoody Road](#)

City/State/Zip Code: [Dunwoody, GA 30338](#)

Contact Person Name: [David Ayers](#)

Contact Person Title:

Contract Person Phone No.: [678-382-6854](#)

Contract Person Email: David.Ayers@dunwoodyga.gov

Date Work Performed: [2020](#)

Brief Description of Work Performed: [Milling, Reclamation, Asphalt Paving, Striping](#)

SECTION XVII

REFERENCE VERIFICATION RELEASE STATEMENT

The Bidder listed below hereby authorizes the City of Stockbridge and its Representatives to contact the references provided for this bid and any additional parties that may be encountered/discovered during the reference conformation process.

BIDDER: Blount Construction Company, Inc.
(List name exactly as provided in Bid Form)

SIGNED BY: David Faust, Vice President
(Printed name and title)

AUTHORIZED
SIGNATURE:  **DATE:** 3/25/2021

City of Marietta Business License and Revenue Division

205 LAWRENCE ST NE * DRAWER 609 * MARIETTA GA 30061

(770) 794-5520



BUSINESS LICENSE/OCCUPATION TAX CERTIFICATE PLEASE DISPLAY AT ALL TIMES

SUBJECT TO ALL ORDINANCES OF MAYOR AND COUNCIL
NOT TRANSFERABLE

ACCOUNT NUMBER 9919727 7699000

NUMBER 00050879

BLOUNT CONSTRUCTION CO INC
1730 SANDS PL SE
MARIETTA GA 30067-9214

FOR YEAR 2021
EXPIRATION DATE 12/31/21
BEGIN OPERATION DATE 1/01/04

NOTIFY THIS OFFICE OF ANY
CHANGE OF ADDRESS,
OWNERSHIP, FIRM NAME, OR
CLASSIFICATION

OWNER BLOUNT CONSTRUCTION CO INC

DESCRIPTION OF SIC CODE

REPAIR SERVICES, MISCELLANEOUS

\$ 8698.00

CLASS 2C

BUSINESS ADDRESS:
1730 SANDS PL
MARIETTA GA 30067-9214

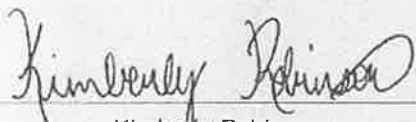
TAX \$ 8698.00

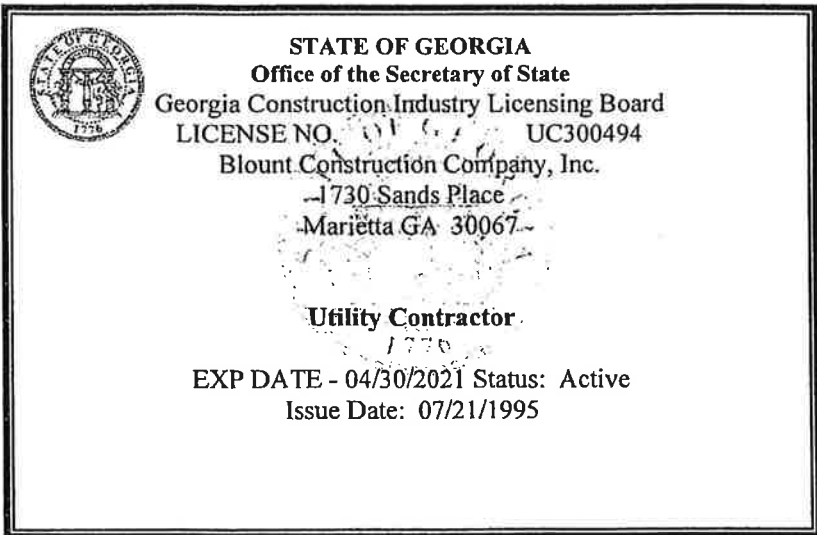
PENALTY \$.00

TOTAL \$ 8698.00

DATE PAID 11/30/20

SIGNED


Kimberly Robinson



Above is your wall certificate license. A pocket-sized license card is below.

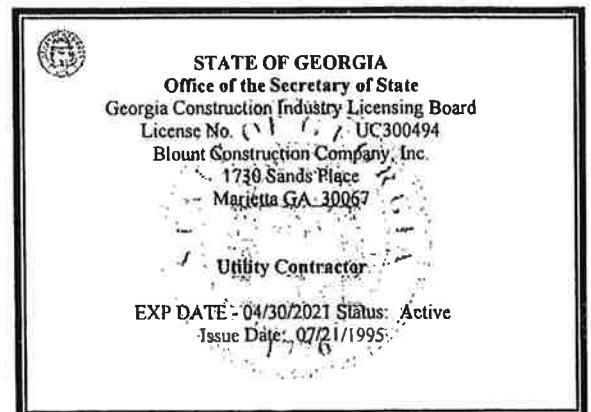
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.state.ga.us/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (478) 207-2440
Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

Blount Construction Company, Inc.
1730 Sands Place
Marietta GA 30067





Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

September 21, 2020

CERTIFICATE OF QUALIFICATION
Vendor ID: 2BL590

Blount Construction Company, Inc.
1730 Sands Place
Marietta, GA 30067

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$386,300,000

CERTIFICATE EXPIRES: July 31, 2022

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 205, 301, 424, 432, 441

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.



Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2020

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 Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	CONTACT NAME:		
	PHONE (A/C, No, Ext): 404-633-4321	FAX (A/C, No): 404-633-1312	
E-MAIL ADDRESS: certs@yatesins.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Blount Construction Co Inc 1730 Sands Place Marietta GA 30067	INSURER A: BITCO National Insurance Company		20109
	INSURER B: Great American Insurance Company		16691
	INSURER C: BITCO General Insurance Corporation		20095
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 1288857703**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			CLP3701114	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CAP3701115	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			TUU033025212	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC3701113	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER 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)

Subject to policy terms, conditions, forms and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations and Automobile Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability and Workers' Compensation; Per Project Aggregate applies to the General Liability. Umbrella is subject to policy limits, forms, terms, conditions, and exclusions.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE

USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: BLOUCO01-C

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Yates Insurance Agency		NAMED INSURED Blount Construction Co Inc 1730 Sands Place Marietta GA 30067
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

FORMS:
GL3086 (10/19) - Transportation Contractors Extended Liability Coverage
AP0401 (10/17) - Broadened Coverage - Automobiles
WC000313 (4-84) - Waiver of Our Right to Recover From Others Endorsement
GAI6003 (6/97) - Schedule of Underlying Insurance

SECTION VI

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 that is contracting with the City of Stockbridge, Georgia, 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 Stockbridge, Georgia, contractor will secure from each 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 a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each verification to City of Stockbridge, Georgia at the time the subcontractor(s) is retained to perform such service.

41699

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer or Agent
(Contractor Name)

3/25/2021

Date

Vice President

Title of Authorized Officer of Contractor

David Faust

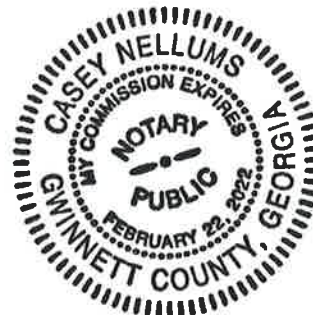
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 25 DAY OF March, 20 21

Casey Nellums
Notary Public I

My Commission Expires: 2-22-2022

*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).



RETURN THIS FORM WITH PROPOSAL DOCUMENTS

SECTION VII

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of City of Stockbridge, Georgia, has registered with and is participating in a federal work authorization program*[or 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.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

*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).

RETURN THIS FORM WITH PROPOSAL DOCUMENTS



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) 2021-0001

Solicitation Title: City of Stockbridge LMIG 2021 PROGRAM

ATTENTION ALL POTENTIAL BIDDERS:

- ☒ **MUST ADDENDUM. READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS.**
This addendum forms a part of the contract documents, modifies the original bidding documents and shall be as binding as if contained therein.
- ☐ Return Addendum with Bid Submittal. Failure to do so may subject the Bidder to disqualification.
- ☐ Return Completed Revised Bid Pricing Sheets with Bid Submittal.

TO ALL PROSPECTIVE BIDDERS, PLEASE NOTE THE FOLLOWING CHANGES AND CLARIFICATIONS:

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The RFP Due Date has not changed. The RFP Due Date is 3:00 p.m. EDT on Thursday, March 25, 2021.
2. The deadline for questions has not changed. The deadline was Friday, February 26, 2021 (12:00 noon, EDT)

ADDITIONS / CLARIFICATIONS / CORRECTIONS

- I. For all procurements, a minimum of three (3) qualified responses (bids, proposals, quotes, etc.) shall be required unless adequate source supply is not available. If less than three responses have been received by the deadline established in the original procurement solicitation, sufficient additional time shall be granted in order to solicit at least three (3) qualified responses, and the opening of the responses shall be delayed accordingly.**

- II.** All bids ~~must~~ **should** be Mailed Only to the City at the address listed in the bid. Proposer should obtain tracking receipt and provide proof of the receipt via email within 3 days after bid opening date.

Due to COVID-19, City Hall building is closed to visitors. Bid submittal/responses can also be hand delivered by proposers (instructions posted on the rare entrance doors near parking lot) on the following dates and time:

March 17th, 2021 10 a.m. – 3:00 p.m.

March 18th, 2021 10 a.m. – 3:00 p.m.

March 22nd, 2021 - March 25th, 2021 10 a.m. - 3:00 p.m.

Question 1. We were unable to join the Pre-bid conference this morning. Can we still be included? on the bidders list?

Answer 1. Please see Article I – Defined terms. Only bidders that attend the Mandatory Pre-Bid Conference will be included on the Plan Holders List. Only bids received from Bidders that attend the Mandatory Prebid Conference, who are placed on the Plan Holder List, will be allowed to submit a bid for this project.

Question 2. The existing asphalt on Seaboard Dr appears to be a few inches above the gutter. Is to end goal to be flush with the gutter? Also, there are existing driveway ramps are these to be removed? Lastly, can manhole risers be used to adjust the manholes to finished grade?

Answer 2. Design intent for this project is to restore the road elevation at the gutter to match the gutter. Any asphalt or concrete materials placed in the gutter at driveways is to be removed. Steel manhole and valve risers are to be used to adjust these items to grade.

Question 3. 1. Will the Contractor be allowed to use Standard Metal Risers for manholes and water valves as the City has allowed in the past?
2. Does the City require the contractor to hire a testing firm for this project?
3. What is the estimated date of NTP?

Answer 3. 1. Steel manhole and valve risers are to be used to adjust these items to grade.
2. The Contract Documents require the Contractor to hire a testing firm for all testing the is required by the technical specifications.
3. Approximately 30-45 days after the City Council approves the award of the contract.



City of Stockbridge Purchasing Division

City of Stockbridge City Hall
4640 North Henry Boulevard
Stockbridge, Ga 30281

Question 4. Will the City allow a Drop off location for the bid instead of mailing it?

Answer 4. Please see item number II, above.

Question 5. In order to get a more competitive price, will the city consider changing the working days to 120 for substantial completion and 135 for all closeout documents?

Answer 5. No. Please see: ARTICLE 6 – TIME OF COMPLETION 6.01 Bidder agrees that the Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the Georgia Municipal Association <https://www.glga.org/SubmitListing>. All other terms, conditions, and specifications of the solicitation remain unchanged.

Blount Construction Company, Inc.

Name of Company / Firm / Organization

David Faust, Vice President

Printed Name of Authorized Rep. / Title


Signature of Authorized Representative / Date



City of Stockbridge

Agenda Request Form

Meeting Date

May 10, 2021

ACTION

- ☒ Action requested by City Council
- ☐ For informational purposes only
- ☐ Budget Amendment Required
- ☐ Attachment (s)
- ☐ Payment of Invoice/Task Order/Change Order

- ☐ PUBLIC HEARING
- ☐ ORDINANCE
- ☐ RESOLUTION
- ☐ BID/SOLICITATION AWARD
- ☐ PRESENTATION
- ☐ DISCUSSION
- ☐ REPORT
- ☐ DISCUSSION
- ☒ CONTRACT APPROVAL - RENEWAL

AMOUNT: \$37,700 (Annual Cost)

FROM ACCOUNT: 275-15100-531730 (Hotel Motel Fund)

PRESENTER: Lindell Miller/ Cie Cie McGhee

ITEM/PROJECT/EVENT REQUEST FOR QUOTE (RFQ) NUMBER: 2021-0001E, LINK MEDIA OUTDOOR

BACKGROUND INFORMATION:

The City of Stockbridge Events Division is seeking to utilize Link Media Outdoor for advertising City Events and Destination facilities on four (4) digital billboard panels that target residents of Stockbridge (and nearby) that travel back and forth to locations on the Interstates I-285 and I-75.

The agreement with Link Media Outdoor is for one (1) year and expires 01/31/2022. The agreement has the option to renew for Annually

STAFF RECOMMENDATION:

The City of Stockbridge Events Division is seeking to utilize Link Media Outdoor for advertising City Events and Destination facilities on four digital billboard panels that target residents of Stockbridge (and nearby) that travel back and forth to locations on the Interstates I-285 and I-75 based on the rates and the weeks listed in the attached agreement for the total annual amount of \$37,700 for a period for one year.

The advertising provided by Link Media Outdoor from the events Division will consist of advertising on four (4) digital billboard panels that target residents of Stockbridge (and nearby) that travel back and forth to locations on the Interstates I-285 and I-75.

Advertising may include fundraising races/walks, children's events, social activities, and Covid safety for a minimum of 1080 10-second ads per day, per billboard.

3.30.160 - Exceptions. The following supplies and services are exempted from this chapter when: Advertisements and legal advertisements including but not limited to bid/proposal solicitations or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the City of Stockbridge, required by law to publicly advertise their meetings or actions in the legal organ.

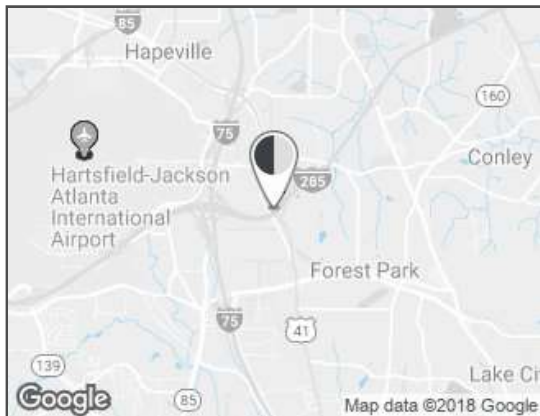
Exhibit 1 – Agreement Link Media Outdoor

Fiscal Impact: Funds will be provided from account number 275-15100-531730 (Hotel Motel Fund)

APPROVED BY:

LEGAL:	YES	NO	or N/A Sign _____
PROCUREMENT YES		NO	or N/A Sign <u><i>Lindell Y. Miller</i></u>
FINANCE DEPT: YES		NO	or N/A Sign _____
CITY MANAGER: YES		NO	or N/A Sign _____

I-285 70 ft w/o Old Dixie Hwy N/S, E/F



Illuminated Digital Location

City: Forest Park, GA 30297

Face ID: GA.85E.RR.DIG

Facing: East (RR)

Latitude/Longitude: 33.63219/-84.3882

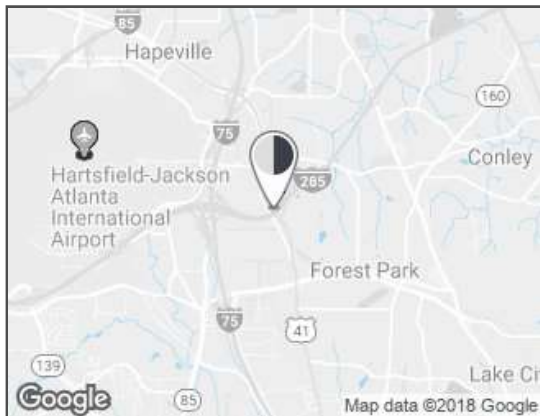
Face Size: 14' x 48'

Geopath ID#: 30865318 Impressions 18+: 187,000

Phone 844-404-Link (5465) Fax 866-464-6691
200 Mansell Court East, Suite 325 Roswell, GA 30076



I-285 70 ft w/o Old Dixie Hwy N/S, W/F



Illuminated Digital Location

City: Forest Park, GA 30297

Face ID: GA.85W.LR.DIG

Facing: West (LR)

Latitude/Longitude: 33.63219/-84.3882

Face Size: 14' x 48'

Geopath ID#: 30865317 Impressions 18+: 145,020

Phone 844-404-Link (5465) Fax 866-464-6691
200 Mansell Court East, Suite 325 Roswell, GA 30076



I-75 .38 mi s/o Mt. Carmel Rd E/S, N/F



Illuminated Digital Location

City: McDonough, GA 30253

Face ID: GA.53N.LR.DIG

Facing: North (LR)

Latitude/Longitude: 33.44746/-84.19923

Face Size: 14' x 48'

Geopath ID#: 30865301 Impressions 18+: 261,708

Phone 844-404-Link (5465) Fax 866-464-6691
200 Mansell Court East, Suite 325 Roswell, GA 30076



I-75 .38 mi s/o Mt. Carmel Rd E/S, S/F



Illuminated Digital Location

City: McDonough, GA 30253

Face ID: GA.53S.RR.DIG

Facing: South (RR)

Latitude/Longitude: 33.44746/-84.19923

Face Size: 14' x 48'

Geopath ID#: 30865300 Impressions 18+: 337,465

Phone 844-404-Link (5465) Fax 866-464-6691
200 Mansell Court East, Suite 325 Roswell, GA 30076

