



**Where Community Connects**

**STOCKBRIDGE**

**CITY COUNCIL**

**Mayor**

**Anthony Ford**

**Mayor Pro Tem Alphonso Thomas**

**Councilman Elton Alexander**

**Councilwoman Yolanda Barber**

**Councilman John Blount**

**Councilwoman LaKeisha Gantt**

**CITY MANAGER**

**Frederick Gardiner**

**CITY CLERK**

**Vanessa Holiday**

**CITY TREASURER**

**John Wiggins**

**CITY ATTORNEY**

**Quinton G. Washington**

**Jeremy T. Berry**

**Council Meeting  
Agenda  
February 14, 2022 6:00 PM**



**Stockbridge City Hall**

**4640 N. Henry Blvd.**

**Stockbridge, GA 30281**

**Website: [www.cityofstockbridge.com](http://www.cityofstockbridge.com)**

**Phone: 770-389-7900**

**Fax: 770-389-7912**



# AGENDA COUNCIL MEETING CITY OF STOCKBRIDGE

MONDAY, FEBRUARY 14, 2022 6:00 PM

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## Mayor & City Council

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

## Administration

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

## CALL TO ORDER

## INVOCATION

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## ADOPTION OF THE AGENDA

## ADOPTION OF THE MINUTES

- 1 Adoption of the Special Called Meeting Minutes 12/9/2021
- 2 Adoption of the Council Meeting Minutes 12/13/2021
- 3 Adoption of Special Called Meeting Minutes 12/15/2021
- 4 Adoption of the Work Session Meeting Minutes 12/21/2021

**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**

- 5 Swearing-In of Council on Aging Representative - DeRitha Barber
- 6 Swearing-In of Downtown Development Authority Board Members - Roger Custin and Robert Swygert
- 7 Swearing-In of Ethics Board Members - Calandra Dallas and Karen Charmaine
- 8 Swearing-In of Main Street Council Liaison - Alphonso Thomas
- 9 Swearing-In of Downtown Development Authority Council Liaison - Elton Alexander
- 10 Letter of Commendation - Will Anderson
- 11 Proclamation - Georgia Bulldogs National Championship
- 12 Proclamation - Black History Month Celebration

**NEW BUSINESS**

- 13 Ratification of Resolution Supporting the Annexation of Unincorporated Lands - Presented by: Frederick Gardiner
- 14 Council consideration to approve Vaccination Incentive Program - Presented by: Renee Wheeler
- 15 The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 2020-0025) with Intercontinental Commercial Services, Inc. for janitorial maintenance services to an annual amount of \$118,080.00. The increase includes the addition of the Public Works Admin Building and Day Porter Services. Budgeted funds available in the 2022 budget account numbers 100-15650-522319 (Facility Cleaning PW Admin) and 100-15650-522321 (Facility Cleaning City Hall).  
- Presented by: Decius Aaron
- 16 The Public Works Department is requesting City Council's approval to increase the annual contract (2019-00022P) with CGL Facilities Management, LLC. for Right-of-Way Landscaping to an annual amount of \$300,000.00 as approved in the FY2022 budget. The account number is 100-42200-522000 (Right-of-Way Landscaping).  
- Presented by: Decius Aaron
- 17 The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 2020-0026) with Site Engineering, Inc. for on-call water & sewer emergency & operational repair/maintenance and construction services to an annual amount of \$255,000.00 as approved in the FY2022 Stormwater budget. The account number is 510-42500-542515 (Stormwater Repair).  
- Presented by: Decius Aaron
- 18 Council Consideration to approval and award a fixed contract to the lowest responsive, responsible bidder, Blount Construction Company, Inc, Invitation To Bid (ITB) Number 2021-0015, for the City of Stockbridge 2022 LMIG Program Road and Resurfacing, in the total amount of \$1,738,673.68. - Presented by: Decius Aaron, Lindell Miller

- 19 Council consideration to approve Task Order No. 37 with Carter & Sloope – Wastewater Treatment Plant Capacity Review in the amount of \$66,100.00. The funding source is from SPLOST V. - Presented by: Decius Aaron
- 20 The Public Works Department is requesting City Council's approval for a budget adjustment for annual landscaping services for Government Buildings in the amount of \$300,000.00 and Amphitheater in the amount of \$75,000.00. The Public Works Department is also requesting City Council's approval to increase the annual contract (RFP 021-0004) with Yellowstone Landscaping, LLC for facility landscape maintenance services to an annual amount of \$375,000.00. The increase includes the addition of the Amphitheater. The account number is 100-15650-522219 (Landscaping) and 565-61800-522219 (Landscaping). - Presented by: Decius Aaron
- 21 Council consideration to approve software and service costs for Report/Citation Management, Computer Aided Dispatch (CAD), Mobile Operations, Law Enforcement Records Management and Public Safety Analytics Software from Tyler Technologies in the amount of \$102,355. Funding source-ARPA - Presented by: Frank Trammer
- 22 Council consideration to approve renovation costs for the City of Stockbridge Police Department Headquarters Building at 4545 N. Henry Blvd. not to exceed the amount of \$3,951,525. Funding source- \$3,000,000 Police Bond; \$852,437 SPLOST V; \$99,088 ARPA.. - Presented by:
- 23 Council consideration to approve the purchase of furniture for the Stockbridge Police Department Head quarters building from The HON Company, Georgia State Contract, Contract# 99999-001-SPD0000100-0091, in the amount of \$227,004.34. Funding source- Police Bond - Presented by: Frank Trammer

### **MAYOR'S COMMENTS (Mayor Anthony Ford)**

**ANNOUNCEMENTS OF UPCOMING MEETINGS & EVENTS - Meetings 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](http://www.cityofstockbridge.com) for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates. □ Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Feb 15) □ Youth Council Advisory Committee Meeting, 6:30 p.m. - 3rd Tuesday of each month Patrick Henry Meeting Room - City Hall (Feb 15) □ City Council Work Session Meeting, Last Tuesday of each month – Via Zoom (Feb 22) □ Planning Commission Meeting, 4th Thursday at 6:30 p.m. Via Zoom – (Feb 24) □ Youth Council Meeting, 5:30 p.m. - 2nd Wednesday of each month Levi Meeting Room - City Hall (Mar 9) □ Main Street Advisory Board Meeting, 2nd Friday of each month 9:00 a.m. Via Zoom (Mar 11) UPCOMING CITY EVENTS/INITIATIVES A Continuous Salute to Veterans: Please forward pictures of Veterans including name, branch, rank, and years of service as Mayor Pro Tem Thomas presents a special tribute to our local veterans. Pictures should be submitted to: [zpearson@cityofstockbridge-ga.gov](mailto:zpearson@cityofstockbridge-ga.gov) Thank you for your service! Join Councilman Alexander for a virtual Community Update**

Town Hall, Thursday, February 24, 2022 at 7:00 p.m. The Town Hall will broadcast Live on the city's Facebook page. Join Mayor Pro Tem Thomas for the 11th Annual African American Heritage Celebration, Saturday, February 26th at 4:00 p.m. The program will broadcast Live on the city's Facebook page. Here's your opportunity to Meet the Mayor, and voice your questions and/or concerns Monday, February 28, 2022 from 10 a.m. to noon. Call Zenovia Pearson to schedule an appointment. 770-389-7900 ext. 248. Join Councilman Alexander for the 7th Annual Women's History Month Celebration, Sunday, March 6th at 3:00 p.m. The program will broadcast Live on the city's Facebook page.

EXECUTIVE SESSION (Exemptions to the Georgia Open Meetings Acts)

ADJOURNMENT



**SPECIAL CALLED MEETING**  
**SUMMARY MINUTES**

**THURSDAY, DECEMBER 9, 2021 4:00 P.M.**

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**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**

Vacant, City Manager  
Vanessa Holiday, City Clerk  
John Wiggins, City Treasurer  
Quinton Washington, City Attorney  
Jeremy T. Berry, 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 Mayor Ford.

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 adopt the Agenda: Second by Councilwoman Gantt. The motion passed 5-0.

**EXECUTIVE SESSION**

**1. Personnel Matters – City Manager Candidate Interviews**

Mayor Pro Tem Alexander motioned to convene Executive Session for Personnel; second by Councilwoman Gantt. The motion passed 5-0.

Councilman Thomas motioned to adjourn Executive Session without action; second by Councilwoman Barber. The motion passed 5-0.

Councilwoman Gantt motioned to reconvene the meeting; second by Mayor Pro Tem Alexander. The motion passed 4-0. Councilman Blount was not present for the vote.

Mayor Pro Tem Alexander motioned to adjourn; second by Councilman Thomas. The Motion passed 4-0. Councilman Blount was not present for the vote.

Respectfully submitted by:

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Vanessa Holiday City Clerk, MMC

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Anthony S. Ford, Mayor



## COUNCIL MEETING SUMMARY MINUTES

**MONDAY, DECEMBER 13, 2021 6:00 P.M.**

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### **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**

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

Call to Order by Mayor Ford.

Invocation by Councilman Blount.

Councilwoman Barber motioned to amend the Agenda to add Item #13, 14, 15, 16, 17 to the Consent Agenda with the following conditions: 1) to provide fully executed contracts to the City's Custodian of Record 2) Recommendation to award a new contract to be submitted to the City Council at the November 2022 Council Meeting with staff providing adequate time for solicitation to meet the deadline to award 3) Rebid services when the Council has previously approved a contract extension – no contract extensions after two extensions have been approved to be open, fair and transparent to the public 4) Attorney should prepare guidelines for staff to advertise in the city's Code, Procurement Policy and Procurement Manual - following the State procurement processes and include Best Practices for rebidding and recommended revisions in the city's Code, Procurement Policy and Procurement Manual by the February 2022 Council Meeting; Barber/

Mayor Ford asked the Attorney if the motion was legal.

Attorney Berry noted the request was legal and asked Councilwoman Barber to forward the information.

Attorney Washington asked for a breakout meeting with the Clerk for clarification and procedural points and recording of the motion on the table, and for tracking purposes.

Mayor Ford asked the Clerk to respond.

The City Clerk noted the city's Legal Counsel has requested a meeting and respectfully ask that the request be honored.

Councilman Thomas noted the Consent Agenda must be agreed upon by all members of the Council and noted concerns with some of the contracts and asked that they not be included on the Consent Agenda.

Attorney Berry noted there were requests from Council for reporting from certain vendors with updates and could be included by a separate Resolution or have the language included in the contract.

Councilman Thomas noted he has questions regarding the Yellowstone contract and while he agrees with the conditions outlined by Councilwoman Barber, cannot approve as part of the Consent Agenda due to his questions.

Mayor Ford asked for clarification of removal of items from the Consent Agenda.

Ms. Miller, the Procurement Manager, displayed several documents noting them to be fully executed counter-signed contracts that were attached along with the RFP's and Staff Agenda Recommendation Forms and stated those documents were uploaded to Civic Plus software platform and submitted to the Mayor & Council prior to the meeting; and explained the city's contract renewal process noting it was spelled out and is in the city's policy and Georgia law where it is then sent the Department Head who decides on renewal or to place the contract out for re-bid, and whereas the City Council can agree with the Department Head to renew or request to re-bid, noting procurement has no say to renew or rebid ; and asked that Department Head staff be given a directive if the process was changing and to amend the city's ordinance.

Councilman Blount stated nothing was out of order and questions should have been asked prior to the meeting and noted the items on the Consent Agenda should be approved or removed and approve item by item.

Mayor Pro Tem Alexander noted for clarification that the Consent Agenda is a non-debatable item whereas if any one Councilmember objects to an item on the Consent Agenda, it shall be removed as all members must agree with every item placed on the Consent Agenda.

Councilman Thomas agreed noting there are contracts on the Agenda for renewal that he has questions about and noted when the Agenda Package was distributed Monday of last week and according to the documents submitted, the contracts expire in two weeks with no time to put out for rebid; and noted the Community Development Director, Brecca Johnson, asked that he motion to amend the Agenda to remove the SAFEbuilt contract as it was just approved for one year in April 2021, and he had planned to make that motion as there was confusion as to why this contract was on the Agenda for consideration to renew.

Councilwoman Barber noted if Councilman Thomas was okay with it, she would add Councilman Thomas' request to include the language that was discussed at the November 8th meeting to the Items 7-10; and noted the Agenda documents were submitted in (3) separate emails (piece-milled) with 900 documents to include the original RFP that was not required, noting only the current contract is required as that is what has been presented to the Council for consideration and approval; and further noted the



Department Head can make the recommendation to renew or re-bid, however the Governing Body is who has the final approval and authority to renew or re-bid; and to drop this in the laps of the Council when the contracts expire is two weeks is unacceptable, and noted staff needs to do their due diligence timely before bringing the item to the Council for approval; and noted one of the contracts in question was originally approved in 2016 and has been brought back to the Council 4-5 times for approval, noting that is not Best Practice, and noted when there are contracts on the Agenda she has had to ask questions because the information is not being provided; and asked Councilman Thomas which items he was requesting to be removed from the Consent Agenda.

Councilman Thomas asked that Councilwoman Barber remove her motion because of the questions he has with the contracts, and agrees with her concerns, and recommends the Council proceed by going through each of the contracts.

Councilwoman Barber withdrew her motion.

Councilman Thomas motioned to remove Agenda Item #17, the contract renewal for Building, Permitting & Inspections, SAFEbuilt LLC as recommended by the Director of Community Development; noted the information provided in the Agenda Packet states the contract ends in a few weeks on December 31, 2021; however, it is the opinion of the Director, with the contract being approved in April 2021, the contract will end in April 2022 and asks that the request to renew the contract be removed from the Agenda; the motion was seconded by Councilwoman Gantt.

Ms. Miller stated she spoke with Ms. Johnson and stated the executed contract includes the RFP as an Exhibit which specifies the renewal dates of the contract and advised Ms. Johnson that the SAFEbuilt contract expires on 12/31/2021; and referenced the State Code.

Councilwoman Gantt asked to remove her Second to the motion if that was the case and asked the City Attorney to offer a Legal Opinion on the contract dates and when the contracts expire.

Attorney Berry responded the contract is for one year with one year extensions and stated he had offered his legal opinion to Ms. Miller on the matter prior to the meeting and advised her this needed to be clarified because as the contractor looking this from the other side, the contract is for one year; and stated he advised Ms. Miller that the RFP is based on the fiscal year and the language in the contract itself is based on the contract dates are for one full year beginning with the execution date of the contract and for one full year and not for eight (8) months..

Councilwoman Gantt asked Attorney Berry when SAFEbuilt began working for the City of Stockbridge.

Attorney Berry responded April of this year.

Councilwoman Gantt agreed with Attorney Berry and noted she considers the contract to be for one year through April of 2022 and restated her Second to the motion.

Councilman Blount noted questions and/or concern could have and should been made prior to tonight; noting to remove an item from the Consent Agenda would be new information and is understood, and that the meeting has been in progress for 40 minutes with this being the only item discussed and the Council needs to do better about managing the city's business.

Councilman Thomas noted it is important to be efficient and effective, and noted the Agenda items were received one week ago for review.

The motion to remove Item #17 from the Agenda passed 5-0.

Councilman Thomas noted regarding the Consent Agenda: motion to amend the contract of Falcon Engineering, Carter & Sloope, Keck & Wood and InterDev to include Quarterly Project Updates with Timelines and Status as stated at the November 8, 2021 Council Meeting, Second by Councilwoman Gantt.

Councilwoman Barber asked Mr. Wiggins if the original Falcon contract was approved in 2016 and asked if the contract has been extended each year.

Mr. Wiggins noted he would need to check specifically and recalled there was a 3-year contract with renewal options.

Ms. Miller stated there are no renewals remaining on this contract, however, in discussions with the former City Manager, Randy Knighton from January through June 2021 as to whether or not to put the contract out for bid, the decision was never made because the vendor has 19 pending projects; and noted Council has to make the decision to renew the contract keeping in mind there are nineteen outstanding projects.

Councilwoman Barber noted the contract goes back to 2016 and the Council just renewed the contract each year, and that based on the RFP, there was no need to rely on just one contractor and put all of our eggs in one basket as that is not Best Practice, and stated the city should be able to make an award to multiple contractors and will only approve the contract with the condition that it be re-bid when it comes up for renewal.

Mr. Wiggins stated that if approved, the contract will go out for re-bid.  
Councilman Thomas requested to add a second motion to approve immediate use of the City of Stockbridge contract template and provided to the Council in advance for all future content to award all future contracts to protect the city.

Mayor Ford called for the vote on the first motion to Consent Agenda; the motion Passed 4-0; noting Councilwoman Barber did not offer a vote and asked Councilman Thomas to include in the 1st Consent Agenda motion that the contracts for Falcon Design, Carter & Sloope, Keck & Wood and InterDev would go back out for re-bid prior to expiration in 2022.

Councilman Thomas stated he had no problem amending the original motion for the Consent Agenda to include the requested language as noted by Councilwoman Barber.

Councilwoman Gantt noted the discussion was speaking to policies and procedures in Procurement that the attorneys have previously addressed and noted the city has qualified staff to perform the duties, as the city hires the best; and noted Councilman Thomas can make a separate motion if so desired.

Councilman Thomas motioned to add the language to the motion to re-bid the contracts at the appropriate time; second by Mayor Pro Tem Alexander.

Councilman Blount stated the bids go back out automatically any way, noting the procedures are in place.

Councilman Thomas asked Attorney Berry if the motion should be withdrawn.

Attorney Berry noted the contracts will come back to the Council prior to the contract renewal date for the Council to decide to renew or rebid the contract.

Councilman Thomas withdrew the motion noting the Council is to receive advance notice of the contract expiration.

Councilman Thomas restated the second part of his motion to approve immediate use of the City of Stockbridge contract template and provide to the Council in advance of request for approval to award all future contracts with language and content that protects the city; Second by Mayor Pro Tem Alexander.

Councilman Blount asked if there are templates that the Governing Body should not be privy to prior to certain steps in the procurement process, as was discussed earlier in the year contradicts what the elected body was told regarding the awarding of contracts.

Attorney Berry noted his previous comments related to an actual pending contract and stated the Council should not decide winners or losers of the bid; however, it is in Council's authority to set policy.

Councilman Blount asked why there is a grading process in procurement and the Council should not decide who moves forward in the process; but yes, the Governing Body should decide to renew or not renew a contract; and noted the processes are already in place.

Attorney Berry noted the Council can decide if a contractor is underperforming, the Governing Body can decide to renew or re-bid.

Councilwoman Barber stated it was her understanding the request from Councilman Thomas is simply asking for the standard language of a contract and has nothing to do with ranking or evaluating a bid where ranking of a bid did come before this Council previously and never should have, and that was not the role of the Governing Body; however setting of policies is the role of the Governing Body; and noted Councilman Thomas' motion is speaking specifically about the template of the contract language in which she agrees.

Councilman Thomas stated he was attempting to make sure and thought it was important that the city needed the information to move the process forward and some of the comments don't reflect his motion and was only to make sure the city is updated with information and that there is a template in place to move the city forward, noting his motion is clear cut.

The motion passed 3-0-2 (Blount/Gantt Abstained).

Councilwoman Gantt motioned to adopt the Agenda: Second by Mayor Pro Alexander. The motion passed 5-0.

Motion to adopt the following Minutes: 1. 9/15/2021 2. 9/16/2021 3. 9/17/2021 4. 9/20/2021 5. 10/11/2021 6. 10/26/2021 No Action

### **PUBLIC COMMENTS**

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### **CONSENT AGENDA**

7. Request for Proposal (RFP) No. 201609-05 Engineering Services – Falcon Design Consultants
8. Request for Proposal (RFP) No. 18RFP021918-CSI, Engineering Services, SCADA Systems Improvements – Carter & Sloope, Inc.
9. Request for Proposal (RFP) No. 18RFP1119-18-DRR Community Development Construction Project Manager (Keck & Wood, Inc.)
10. Request for Proposal (RFP) No. 17RFP112017-DRR Information Technology Supportive Services – InterDev Technology, LLC)

Councilman Thomas motioned to approve the Consent Agenda with the referenced stipulations: to amend the contract of Falcon Engineering, Carter & Sloope, Keck & Wood and InterDev to include Quarterly Project Updates with Timelines and Status as stated at the November 8, 2021 Council Meeting.

Councilman Thomas restated the second part of his motion to approve immediate use of the City of Stockbridge contract template and provide to the Council in advance of request for approval to award all future contracts with language and content that protects the city.

Councilman Thomas motioned to add the language to the motion to re-bid the contracts at the appropriate time.

Second by Mayor Pro Tem Alexander. The motion passed 4-0-1 (Barber Abstained).

Councilwoman Barber stated her reason for abstaining from the vote: staff needs to be tasked with criteria so that staff will know, and Council will receive information to rebid or renew contracts prior to the contract expiration date; noting she understands the terms of contracts vary and referenced a contract that was awarded in 2016 and has been continuously renewed and not rebid.

Councilman Blount stated the contracts are not a one size fits all and that contracts do not have to be rebid with ongoing projects; and not place a stipulation that all contracts go out for rebid in stone.

## **OLD BUSINESS**

### **PUBLIC HEARING**

11. Rezoning Case #RZ-2021-01 and Comprehensive Plan Amendment Case #CP-2021-01

Presented by Brecca Johnson Community Development Director

Ms. Johnson noted the Applicant withdrew their application after the advertisement; and will resubmit following the approval of the City's (UDC) Unified Development Code.

### **PUBLIC HEARING - BUDGET HEARING - THIRD READING**

12. Proposed FY2022 Operating Budget

Presented by John Wiggins Treasurer

Mr. Wiggins presented the Proposed FY2022 Operating Budget of \$18,382,311.20 General Fund, \$24,911,785 Enterprise Funds for a total of \$43,193,096.59; noting the Police Budget is proposed at \$3.3 million dollars to reimbursed by ARPA funding; and referenced Councilmember recommended budget adjustments and asked for direction from the Council on approval of those recommendations.

Mayor Ford asked for line-item approvals.

Mayor Pro Tem Alexander motioned to approve \$100,000 in the budget for North Henry Blvd. Beautification: Second by Councilwoman Barber. The motion passed 5-0.

Councilman Thomas noted he has reviewed the proposed budget, met with department head staff, and saw \$1.4 million dollars of fat that can be cut from the budget and noted specific concessions made by the Community Development and Public Works departments.

Councilman Thomas motioned to amend the City's 2022 Pay & Classification and incorporate a Minimum Livable Wage of \$15/hr. and making necessary adjustments to all affected employee salaries; Second by Mayor Pro Tem Alexander.

Councilman Blount asked if the action would require a budget amendment.

Mr. Aaron, Public Works Director, noted the increased salary cost would be approximately \$4,000 per employee.

Mayor Pro Tem Alexander recommended an updated salary study to make sure that salaries are in line with the area.

Ms. Wheeler, Human Resources Manager noted cities have adjusted to the \$15/hr. minimum wage, and that the City of Stockbridge had two or three employees who would be impacted.

Councilwoman Barber referenced the city's Merit Pay, Annual Cost of Living (COLA), and Annual Bonuses and asked the City Treasurer to confirmed if staff received these in 2021.

Mr. Wiggins confirmed the COLA and Bonus, and Merit Increases for a few employees.

Mayor Ford called for the vote.

The motion Passed 5-0.

Councilman Thomas motioned to amend the vacant Public Works Technician positions to (2) and adjusting salaries and benefits to reflect the change in the line FY2022 with the option to bring the positions in as needed in 2022; Second by Councilwoman Barber.

Mayor Ford asked the Public Works Director to respond.

Mr. Aaron responded that all eight positions are needed to carry out the goals of the city.

Councilwoman Barber noted the positions have remained vacant all year.

Mr. Aaron noted a number of staff have transferred to other departments, or left the city, and cited the low wage in the General Maintenance department as one of the reasons.

Councilman Blount noted that he is for giving each department what they need.

Councilwoman Gantt agreed.

Mayor Pro Tem Alexander asked Mr. Aaron if the additional eight positions were approved there be improvements in the upkeep and maintenance of the city.

Mr. Aaron confirmed there would be at 75-80%.

Councilman Thomas withdrew the motion.

Councilman Thomas motioned to amend the Public Works Vehicle Line Item from \$200,000 to \$50,000 for FY2022: Second by Mayor Pro Tem Alexander. The motion passed 3-0-2 (Blount/Gantt Abstained).

Councilman Thomas motioned to approve the Judge, Solicitor, Deputy Court Clerk and HR Coordinator position with funding for new salary and benefits effective June 30, 2022, to coincide with the startup of Police Services: Second by Councilwoman Barber. The motion passed 5-0.

Councilman Thomas motioned to approve Historic Preservation budget in the amount of \$10,000 and remain under Planning & Zoning: Second by Mayor Pro Tem Alexander.

Councilman Thomas noted the importance of Historic Preservation and how it is major part of the City's vision and mission statements and believes it should not be under GIS. The motion passed 5-0.

Councilman Thomas motioned to amend the City's Organizational Chart to include the position of Assistant Public Works Director, job description, salary and benefits effective January 1, 2022: Second by Mayor Pro Tem Alexander.

Councilman Thomas stated the importance of having an Engineer on staff and the city currently does not; and noted the qualifications shall require an engineering degree.

Mayor Pro Tem Alexander agreed that the City needs an expert on staff with engineering knowledge in certain areas to bring that expertise to bring the city to the next level.

Mr. Aaron noted the position needs an individual with Public Works knowledge and does not always need a degree.

Councilwoman Gantt asked if the position has been funded in the proposed budget.

Councilman Thomas noted there was an attempt made to include all members of the Council to meet with Department Head staff to discuss the proposed FY2022 budget, and not all Councilmembers did; noted we are attempting to do things here to improve the quality of life for our citizens and improve services.

Mayor Pro Tem Alexander noted the position was previously approved by a prior Council and removed; noted the Council is re-establishing the position and raise the standards.

The motion passed 3-0-2 (Blount/Gantt Abstained). Councilwoman Gantt noted her abstention was due to not enough information being made available.

Councilwoman Barber motioned to amend the city's Personnel Policy whereas an employee must be employed a full year before being eligible for the COLA (Cost of Living Adjustment), Bonus or Merit Pay: Second by Mayor Pro Tem Alexander.

Councilman Blount inquired if employees would get bonuses or merit increases on their anniversary date or once in November like previous years.

Councilwoman Barber noted the schedule will remain the same, but the new employees must be employed one full year.

Mayor Ford inquired if the COLA (Cost of Living Adjustment) happens once a year or multiple times a year.

Ms. Wheeler noted once a year, in January.

Councilman Blount noted he believes to make things fair, allow all employees to have their increases on their anniversary date and the new employees who have been employed less than a year to have a pro-rated amount.

Mayor Ford asked the City Attorney's for a legal opinion on the motion.

Attorney Berry noted the duration would depend on the policy set forth by Council and bonuses paid by the city is a separate issue.

Attorney Washington inquired on the contingencies of the motion.

Mayor Ford asked the City Clerk to read the motion. Ms. Holiday, City Clerk read the motion as stated, "All new employees must be employed one full year in order to received COLA (Cost of Living Adjustment), Bonus or Merit Pay."

The motion passed 3-2 (Blount/Gantt Opposed).

Councilwoman Barber motioned to increase the Amphitheater budget to \$450,000: Second by Councilman Thomas.

Councilwoman Barber noted the Council has not received the profit/loss statements from the first two concerts and that information is needed to know what needs to be in the proposed budget.

Mr. Wiggins noted there was \$250,000 proposed in the FY2022 budget.

Councilwoman Gantt noted citizens living behind the Amphitheater expressed noise mitigation and would like for that to be included in the budget and she does not know where the funds will come from.



Mayor Ford noted during the budget retreat the Amphitheater information was not available and there are additional things that are needed such as chairs and back drop to help with acoustic sounds requested from Radio Alliance.

Councilman Blount suggested hiring a consultant. Mayor Ford noted the city could do it in-house with Econuel Ingraham and noted he is the reason Council does not have all the information.

Councilwoman Barber noted the contract that was presented to Council is not the contract that was signed by the mayor and requested to review the contract.

Mayor Ford noted there were discussions with the City Attorney to revise the contract based on concerns from Council and to also make sure the language was correct.

Attorney Berry noted every condition approved made it in the final contract.

Councilwoman Barber noted the contract does not allow for the City to have entertainment/concerts and noted her concerns for the Exclusive Rights clause.

Attorney Berry stated the intent is to be clear on both sides.

Mayor Pro Tem Alexander recommended renegotiating the contract.

Councilwoman Barber withdrew her motion.

Councilman Thomas motioned to increase the Amphitheater budget to \$450,000: Second by Mayor Pro Tem Alexander. The motion passed 3-0-2 (Blount/Gantt Abstained).

Mayor Pro Tem Alexander motioned to approve the amendment of the July 4<sup>th</sup> City Event to include concert, fireworks, and food trucks with funding in the amount of \$50,000: Second by Councilman Thomas. The motion passed 3-0-2 (Blount/Gantt Abstained).

Mayor Pro Tem Alexander motioned to approve a Downtown Halloween Carnival Truck or Treat on Halloween on Martin Luther King Sr. Heritage Trail spearheaded by the Main Street Program on October 31<sup>st</sup> in the amount of \$10,000: Second by Councilman Thomas.

Councilwoman Gantt noted she had her first fall festival with a huge turnout and asked that other councilmembers join; noted the caravan of cars that come to the Monarch Village subdivision where she lives on Halloween day is massive.

Mayor Pro Tem Alexander stated Councilwoman Gantt can continue to host a festival at Clark Park, noting this event would be highlighting the city's downtown district and businesses and as a city event, all elected officials could participate, and hosting the event on Halloween day.

Councilwoman Gantt had no objection to the city holding a festival on M L King, Sr. Heritage Trail in the downtown area.

Councilman Blount does not agree with duplicating events already in place by councilmembers.

Mayor Pro Tem Alexander recommended merging the events and hold one large event for the city, working together to promote the downtown.

Councilwoman Gantt noted she has already reserved for the event and asked if they reconsider having a separate event.

The motion passed 3-2. (Blount/Gantt Opposed).

Councilwoman Barber motioned to approve \$300,000 for Henry County Police Services to continue from January 1, 2022 through June 30, 2022 using ARPA funds: Second by Mayor Pro Tem Alexander.

Councilwoman Barber noted at the last meeting Chief Trammer spoke on the gap of police services from January to June and inquired with Mr. Wiggins, City Treasurer if the timeframe was included in the FY2022 budget.

Mr. Wiggins noted he believes it was apart of the \$700,000.

Chief Trammer noted additional funding was not included and the additional money was to fund the police department from June-December; also noted \$300,000 was not apart and if Council desires Henry County to continue an additional \$300,000 needs to be added to the FY2022 budget to fund from January-July.

Mayor Ford noted he believed Henry County Police would be moving out of the building by February or March.

Chief Trammer noted the County provided supplemental services and the city would not start patrolling until July; and noted the city will still need officers for Council Meetings, City events and Municipal Court services.

Councilwoman Barber noted she inquired with Mr. Wiggins, City Treasurer if it was included. Mr. Wiggins noted only the \$700,000 was added and not the \$280,000.

The motion passed 3-0-2 (Blount/Gantt Abstained).

Councilwoman Barber motioned to approve New Year's Eve Celebration with Parade and Fireworks at the Amphitheater/Downtown Area in the amount of \$10,000. There was not second. Motion Withdrawn.

Mayor Pro Tem Alexander Motioned to approve Streetlight Program in collaboration with Henry County for Expressway Exits and Commercial Corridors:

Councilman Thomas recommended tasking staff to get more research with the County.

Mr. Aaron, Public Works Director suggested to have a lighting representative from Georgia Power attend a meeting with a presentation and a cost to add additional lighting.

Mayor Pro Tem Alexander suggested bringing the item back in 30 days with research completed with a dollar amount.

Councilman Blount suggested doing an assessment across the board and seeing what should take priority.

Mr. Aaron noted Georgia Power stated there are three (3) grades of lights with the standard being 74-watt bulb, which were installed in majority of the subdivisions; noted the proposal offered 2 bulbs with a higher wattage which would be able to be exchanged out and recommended changing the bulbs out first with adding additional lights and/or poles and to use either the decorative brand or the regular overhead lights not covered with decorative lights.

Councilwoman Barber motioned to install 161 wattage lights in the Lakeside subdivision with FY2021 funding and bring a lighting analysis for the city to the January 10, 2022 Council meeting: Second by Mayor Pro Tem Alexander. The motion passed 5-0.

Mayor Pro Tem Alexander motioned to direct all surplus funds to the Capital Improvement Fund instead of Fund Balance: Motion Failed a Lack of a second.

Mayor Pro Tem Alexander expressed tasking staff to go to the County to work out an Intergovernmental Agreement (IGA) with beautification of exit ramps.

The Public Hearing Opened

No speakers in favor.

Mr. Bruce Smith spoke in opposition.

Councilman Thomas inquired with the City Clerk if Council could continue and ratify the budget at the next meeting.

The City Clerk noted it would be a continuance and if not approved by December 31<sup>st</sup>, the city would operate under the same budget as FY2021.

The consensus of the Council was to continue the Public Hearing to be heard on Tuesday, December 21, 2021.

Councilwoman Gantt requested the meeting adjourn due to the lateness of the hour.

The consensus of the Council was to proceed with the meeting.

### **NEW BUSINESS**

13. Request for Proposal (RFP) No. 2020-0026, Annual On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction – Site Engineering, Inc.

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

Mr. Aaron noted Site Engineering, Inc is the city's primary contractor who does Stormwater repairs on an as-needed basis.

Councilwoman Barber inquired when the contract was fully executed and awarded.

Ms. Miller noted the contract was executed on April 12, 2021 and was approved by council on April 12, 2021, with the agreement being one year with (4) four one-year renewals; and from Georgia code and read Georgia Code 15, Section 1.

Councilwoman Gantt motioned to approve: No Call for a second.

Councilwoman Barber motioned to extend the contract for one year with the condition the contract is bid out in 2022: No Call for a second.

Mayor Pro Tem Alexander inquired on the types of projects that has been completed by the contractor.

Mr. Aaron noted they have completed the Hudson Bridge project and has a Summit view project and completed several projects throughout the city.

Councilman Blount motioned to approve the request for RFP for On-Call Water & Sewer Emergency, Operational Repair, Maintenance and Construction – Site Engineering, Inc.: Second by Councilwoman Gantt. The motion failed 2-3 (Barber/Alexander and Thomas Opposed).

Mr. Aaron noted if there is an emergency, there will be no vendor to repair.

Councilwoman Barber motioned to extend the contract with the condition that it be rebid in 2022 and be resubmitted to the Council prior to the expiration of the contract: No Call for a second.

Councilman Blount inquired if there was anything else that did not need approval.

Attorney Washington noted there is a level of latitude due to currently working with the vendors and noted the fiscal year ends on December 31<sup>st</sup>.

Attorney Berry noted the city's contract runs from year to year, and the contract would end in April 2022.

Councilwoman Barber noted the importance of the terms of the contract.

Ms. Miller noted the next two contracts have the same issue with the contracts being renewed based on the State code physical term being December; and noted the contract refers to the RFP which states the renewal terms ending in December of each year; however, Procurement will follow legal advice of the city's Counsel.

14. Request for Proposal (RFP) No. 2021-0004, Landscape Maintenance Services with Yellowstone Landscape, LLC, contract renewal.

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

Ms. Miller noted the Public Works Department is requesting renewal of the contract which was renewed based on State code with a yearly December renewal.

Councilman Thomas noted he went back and pulled the contract and Minutes from the September 28, 2021 meeting and expressed his issue is with the scope of work; noted Councilwoman Barber had an issue and inquired about the areas that would be covered within the agreement and noted Mr. Aaron stated the areas covered would be: City Hall, Municipal Court Building, Amphitheater, New Public Works Building, Municipal Park, Merle Manders Conference Center, Ted Strickland Conference Center, Downtown Streetscape, East Atlanta Streetscape, Historic Markers at Floyd Chapel and the Green Front Café, Banner Sites at Wal-Mart and North Henry Blvd and Rock Quarry Rd. in the amount of \$250,000; and further noted this contract is back before Council to receive an additional \$150,000 for the same scope of work.

Councilman Thomas motioned to deny an increased contract amount of \$150,000 noting the contract approved by the Council on 9/28/2021 in the amount of \$250,000 included the same service areas for the same scope of work: No Call for a second.

Ms. Miller noted page 2 is asking to renew the contract and states that Public Works is requesting an annual amount of \$150,000 to accommodate the modified scope of services which would include two additional City Buildings, Amphitheater, Public Works building, 2 Banner Sites and 2 Historical Markers for an annual estimated overall contract amount of \$300,000.

Mr. Aaron noted there was a price difference with the frequency of services which lead to the increase.

Councilwoman Barber inquired if the City Attorneys were viewing the contracts before being placed before Council and requested the contracts be reviewed first.

Attorney Washington responded they are when they have been submitted to them for review.

Mayor Pro Tem Alexander asked for clarification of \$50,000 or \$100,000 more added to the contract.

Mr. Aaron noted it was \$50,000 more with additional services requested.

Councilman Thomas noted the document has a contract amount of \$400,000 and asked if the contract amount has increased by \$150,000 yes or no.

Ms. Miller stated there was a typo in the second paragraph and should reflect \$50,000 and not \$150,000; and stated for the record she feels as if she is being bullied and attacked.

Councilwoman Barber noted staff should only present items to the Council and not debate with the Governing Body; and noted that as presented, the Staff Agenda Recommendation form is misleading, and she requested the fully executed contract.

Councilwoman Barber motioned to Table the item and direct staff to bring back information for the \$50,000: Second by Councilman Thomas. Mayor Pro Tem Alexander abstained, Councilman Thomas Approved and Councilman Blount Opposed.

Councilman Thomas noted the issue was the documents presented to Council and if approved with the incorrect information, what would have happened after.

Councilman Blount motioned to approve the amended contract from \$250,000 to \$300,000 and correction of the document typos from \$400,000 to \$300,000 to reflect an increase in the contract in the amount of \$50,000: Second by Mayor Pro Tem Alexander. The motion passed 3-1 (Thomas Opposed - Gantt was not present for the vote).

15. Request for Proposal (RFP) No. 2021-0008, Annual On-Call Sidewalk Repairs and Replacement.

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

Ms. Miller noted the staff is requesting approval to award a fixed contract to the single bidder DAF Concrete for the annual On-Call Sidewalk Repairs and Replacement in the estimated annual amount of \$150,000.

Mr. Aaron noted in 2019 the City had an updated street assessment with the request to have sidewalks as a part of the assessment; noted the sidewalks were ranked according to their conditions and the city would like to enter a program that would replace and repair sidewalks which could either be hired or contracted out.

Mr. Aaron noted other municipalities were contacted and a salary survey was completed and found out it was cheaper to contract out; also noted the project will be like the LMIG and would replace and repair specific lengths of sidewalks every year.

Councilman Blount motioned to approve Request for Proposal (RFP) No. 2021-0008, Annual On-Call Sidewalk Repairs and Replacement: second by Councilwoman Barber. The motion passed 4-0 (Gantt was not present for the vote).

16. Request for Proposal (RFP) No. 2020-0025 Janitorial Maintenance Services – Intercontinental Commercial Services, Inc.  
Presented by Lindell Miller, Decius Aaron - No Action

17. Request for Proposal (RFP) No. 2020-0027 Professional Permitting and Building Inspection Services – SafeBuilt, Georgia, LLC  
Presented by Lindell Miller, Brecca Johnson  
Removed from the Agenda – No Action

18. Request for Proposal (RFP) No. 2021-0001P – Omnia Partners Public Sector, Prince Williams Public Schools Contract No. R-T-17006 and Amazon Services, LLC  
Presented by Lindell Miller, Procurement Manager and John Wiggins, City Treasurer  
Ms. Miller noted the Procurement Department is requesting approval to Piggyback the contract for OMNIA Partners Public Sector, Prince William County Public Schools Contract No. R-TC-17006, Amazon Services, LLC, City of Stockbridge Contract Number RFP No: 2021-0001P and sign up for the Amazon Services, in the estimated annual amount of \$25,000; noted the Procurement Department has requested approval to increase the contract for OMNIA Partners Public Sector, in the amount of \$75,000.00, for an overall contract value of \$100,000.00; noted the initial term of the contract shall be from the date of award, January 19, 2017, thru January 18, 2022, with the option to renew for three (3) additional two (2) – one-year periods.

Councilman Blount motioned to approve up to \$100,000: Second by Mayor Pro Tem Alexander. The motion tied 2-2 (Gantt was not present for the vote). Mayor Ford voted in favor, the Motion Passed 3-2 (Barber/Thomas opposed).

Councilman Thomas noted for the record he voted in favor.

Councilwoman Barber noted for the record according to the staff recommendation form it states the initial term of the contract shall be from January 19, 2017 to January 18, 2022 with the option to renew for three (3) additional 2-year Periods; and noted it would be a six (6) year contract in which she does not like extending these types of contracts.

Ms. Miller noted the terms are not controllable.

19. Workers Compensation Policy #WCB1033338 – J. Smith Lanier & Co. (Brokers) – Renewal.

Presented by Lindell Miller, Procurement Manager and Renee Wheeler, Human Resources Manager

Ms. Miller noted the Human Resources Department is requesting approval to renew the workers compensation policy with J, Smith Lanier which was approved by Council on December 22, 2020.

Ms. Wheeler noted this renewal would offer insurance to employees if there were a workplace injury and would be considered a fair renewal in which the city received a 20% discount due to no claims filed in 2020.

Councilwoman Barber motioned to approve Workers Compensation Policy #WCB1033338 – J. Smith Lanier & Co. (Brokers) – Renewal: Second by Mayor Pro Tem Alexander. The motion passed 4-0. (Gantt was not present for the vote).

20. Council Consideration to approve the purchase of forty mobile data terminals (MDT'S), printers and associated equipment for police patrol vehicles in the amount of \$132,295.30 to be reimbursed with ARPA Funds.

Presented by Chief Frank Trammer

Chief Trammer noted staff is looking to purchase forty (40) mobile data terminals which includes docking stations for the computers in the police vehicles and pocket jet printers to print citations with an associated cost of \$132,295.30 using APRA funding; noted Mr. Wiggins, City Treasurer has provided the current APRA funding balance sits at \$1,327,000, minus the \$132,295 which would leave the remaining ARPA funding for 2021 and does not include the additional \$500 million coming in 2022 at \$1.1 million; noted it has already been vetted by the City's Information Technology Department.



Mayor Pro Tem Alexander motioned to approve the purchase of forty mobile data terminals (MDT'S), printers and associated equipment for police patrol vehicles in the amount of \$132,295.30 to be reimbursed with ARPA Funds: Second by Councilwoman Barber. The motion passed 4-0 (Gantt was not present for the vote).

**COMMENTS FROM THE MAYOR**

None

Mayor Pro Tem Alexander motioned to adjourn: Second by Councilwoman Barber. The motion passed 4-0 (Gantt was not present for the vote).

Respectfully submitted by.

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Vanessa Holiday, City Clerk MMC

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Anthony S. Ford, Mayor



Where Community Connects  
**SPECIAL CALLED MEETING**  
Summary Minutes

**WEDNESDAY, DECEMBER 15, 2021 2:00 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**

Vacant, City Manager  
Vanessa Holiday, City Clerk  
John Wiggins, City Treasurer  
Quinton Washington, City Attorney  
Jeremy T. Berry, 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 Mayor Ford.

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 roll call except Councilman Blount and Councilwoman Gantt.

Mayor Pro Tem Alexander motioned to adopt the Agenda: Second by Councilwoman Barber. The motion passed 3-0.

**EXECUTIVE SESSION**

**1. Real Estate**

Mayor Pro Tem Alexander motioned to convene Executive Session for Real Estate; second by Councilwoman Barber. The motion passed 3-0.

Mayor Pro Tem Alexander motioned to adjourn Executive Session without action; second by Councilwoman Barber. The motion passed 3-0.

The meeting adjourned.

Respectfully submitted by:

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Vanessa Holiday City Clerk, MMC

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Anthony S. Ford, Mayor



## WORK SESSION MEETING SUMMARY MINUTES

**TUESDAY, DECEMBER 21, 2021 6:00 P.M.**

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### **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  
Jeremy T. Berry, 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.

Call to Order by Mayor Ford.

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

Invocation by Mayor Pro Tem Alexander.

Pledge of Allegiance was recited in unison.

Mayor Ford requested to remove item #10 Johnson Controls to receive additional information and to bring back.

Mayor Pro Tem Alexander motioned to amend the Agenda to Remove Item #10 Johnson Controls: Second by Councilwoman Barber. The motion passed 4-0.

Mayor Ford recommended to remove and Table Item #20 DDA Appointments to be heard in January 2022.

Councilwoman Barber motioned to amend the Agenda to Table Item #20 DDA Appointments to be heard in January 2022: Second by Mayor Pro Tem Alexander. The motion passed 4-0.

Mayor Ford recommended adding an additional item to the Agenda as Item #30 to purchase Tasers for Police Services.

Councilwoman Barber motioned amend the Agenda to Add Item #30 to purchase Tasers for Police Services: Second by Councilwoman Barber. The motion passed 4-0.

Councilwoman Barber motioned to amend the Agenda to Table Item #18, Green Room Rental; Item # 24 Police Dept. Policies; Item #26 Temporary Spending Authority: Second by Councilman Thomas. The motion passed 4-0.

Mayor Pro Tem Alexander requested to have an explanation to the public for the removal of Agenda items.

Councilman Thomas noted there was a vote of three to establish the Police Department in which he was a part of and believes the new City Manager should take part and give his input of these items once he is brought on board.

Mayor Ford noted for clarification Mr. Fredrick Gardner is the sole finalist with a 14-day grace period by law, and once the 14 days have passed, Council will meet again to appoint Mr. Gardner to the position.

Councilman Blount inquired about the funding amounts for Items #27 and twenty-eight as they were not listed on the Agenda.

The Clerk noted the Agenda items are uploaded by Department staff.

Mayor Ford noted Chief Trammer will give the dollar amount of each item during the presentation.

Councilwoman Barber motioned to adopt the Agenda: Second by Mayor Pro Tem Alexander. The motion passed 4-0.

Councilwoman Blount motioned to amend the Agenda to Add Item #31 Discussion Item Employee Incentive: Second by Mayor Pro Tem Alexander. The motion passed 4-0.

Councilman Thomas requested to have the City Treasurer look at the funding to see what is left before a decision is made.

Councilwoman Barber motioned to approve Minutes: Second by Mayor Pro Tem Alexander. The motion passed 4-0.

1. 9/15/21 2. 9/16/21 3. 9/17/21 4. 9/20/20 5. 10/8/21 6. 10/26/21 7. 11/8/21
8. 11/30/21

## **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**

### **9. Public Hearing - FY2022 Operating Budget – Final Adoption** Presented by John Wiggins, Treasurer

Mr. Wiggins presented the FY2022 Operating Budget General Fund Budget at \$18,380,993.12 with Enterprise Funds at \$25,164,768.95 for a total of \$43,545,762.07.

Mayor Pro Tem Alexander noted the budget should only include the General Fund and not the Enterprise Funds to not cause confusion to the public.

Mr. Wiggins noted the whole budget needs to be heard to be approved.

Councilwoman Barber motioned task staff to do the research to add an Employee and Volunteer Recognition event to take place at the end of each year in December in the amount not to exceed \$20,000.00: Second by Councilman Thomas. The motion passed 3-0-1 (Blount Abstained).

Mayor Ford noted there is typically an employee luncheon each year with city staff in December.

Councilman Thomas noted there should be an event held in 2022 to recognize the many volunteers who help the city in several ways throughout the city, included the volunteers who serve on city boards.

Councilwoman Barber motioned to task staff with advertising for a Grants Administrator for Police Services w/salary not to exceed \$65,000: Motion Rescinded.

Mayor Pro Tem Alexander inquired if the Grants Administrator could be used City-wide instead of just the Police Department; Councilwoman Barber noted the Police Department is priority.

Mayor Ford noted he believes there is already a Grant Writer on the organizational chart under the Treasurer.

Mr. Wiggins noted that position has been approved and is not currently funded.

Councilwoman Barber motioned to task staff with advertising for a Grants Administrator for the City, salary and benefits funded upon research by staff and to be placed under the City Manager on the Organizational Chart and for the position to remain posted until filled and not to exceed \$65,000: Second by Councilman Thomas. The motion passed 3-1 (Blount Opposed).

Renee Wheeler, HR Manager noted the Grants Administrator position will have to be added to the city's Pay Plan noting the current position under Finance was a contracted position.

Councilwoman Barber motioned to task staff to post the Executive Assistant to Mayor & Council position (confirmed as funded by the Treasurer) and to remain posted until offer has been accepted: Second by Mayor Pro Tem Alexander. The motion passed 4-0.

Councilwoman Barber motioned to reduce the Youth Council Budget by \$6,000 from \$21,000 to \$15,000 noting all city departments were requested to make reductions to their budgets: Second by Councilman Thomas. The Motion Rescinded.

Councilman Blount noted the remaining funds that are not used by the Youth Council go back into the General Fund.

Mayor Pro Tem Alexander inquired on the reason for the budget decrease.

Councilwoman Barber noted she held budget meetings with Mayor Ford (Acting City Manager) and Department Head staff seeking areas within their department budgets where cost reductions/savings could be made across the board.

Councilwoman Barber inquire on the amount the Youth Council spent in 2020 and 2021.

Mr. Wiggins noted roughly \$10,000 was spent in 2020 due to the pandemic and \$15,000 not including recent expenditures for 2021.

Mayor Ford inquired if Councilwoman Barber spoke with Chairwoman Harvey about the reductions.

Councilwoman Barber noted she did not speak with Youth Council Chairwoman Harvey, noting she met with city staff department heads.

Councilman Blount reminded Councilwoman Barber there is still a pandemic and noted to let the Youth Council flourish and to not compare anything to 2020.

Councilman Thomas suggested Mayor Ford to reemphasize the meeting speaking rules.

Mayor Ford noted the speaking rules are as follows: Councilmembers are to speak twice on and item and no more than 3 minutes each time on the item.

Mr. Wiggins noted the changes to the General Fund from the 3<sup>rd</sup> Budget Reading on December 21, 2021 went from \$18.2 million to \$18.3 million with a \$99,681.93 increase; noted Business Services decreased their budget by \$1,000; Gov't Buildings/Property decreased by \$111,500; IT increase by \$12,000; Municipal Court decreased by \$71,561.24; Police increased by \$300,000; Public Works decreased by \$73,656.83; City Events increased by \$50,000; Permitting decreased by \$4,600; P&Z increased by \$6,000 and Main Street Programs decreased by \$6,000.

Mayor Pro Tem Alexander inquired about the decrease of the Government Buildings budget.

Mr. Wiggins noted there were deductions on the maintenance agreements, fountain maintenance, supply and materials, signs, uniforms, new building maintenance and computer software all made by the Department Head.

Mayor Ford noted councilmembers were invited to meet with Department Heads to go over their budgets and in the process, there were items discussed where deductions could be made.

Councilman Thomas motioned to amend the Assistant Public Works Director Minimum Qualifications: Bachelor's degree in civil engineering, a related field of engineering, environmental science or technology, requiring by seven (7) years of experience in public works, including water, sewer, stormwater, solid waste management, streets and roads, parks, and facility and fleet maintenance; with an equivalent combination of education, training, and experience which provides the required knowledge, skills, and abilities for this job will be considered with the required engineering degree and a valid State of Georgia Driver's License: Second by Mayor Pro Tem Alexander. The motion passed 3-1 (Blount Opposed).

Councilman Blount suggested allowing the new City Manager to go to each department to see what would be needed.

Mr. Aaron noted his concern is engineers specialize in different things and he does not want people under the impression if there is an engineer, outside engineers are not needed; and noted the person hired should have knowledge of public works operations and project management.

Mr. Wiggins noted if the budget is approved there will be adjustments made to the General Fund.

PUBLIC HEARING OPENED – No Speakers In Favor or Opposed  
PUBLIC HEARING CLOSED

Councilman Blount inquired on how a budget could be voted on with amendments and no final budget amount.

Attorney Berry noted the Treasurer should be able to calculate the amounts reflecting the changes, and if not, there would have to be additional meetings with no amendments or discussions and other positions could be added through a budget amendment.

Mr. Wiggins noted he was able to make the adjustments in real time and stated the final budget if approved as of right now would be \$18,480,993.12 with the added \$65,000 + 23% and the \$20,000.

Mayor Pro Tem Alexander motioned to approve the FY2022 Operating Budget with the approved amendments for a total of \$18,480,993.12: Second by Councilman Thomas. The motion passed 4-0.

10. Council Consideration for approval to increase the contract for Johnson Controls Security Solutions LLC (Tyco Integrated Security LLC) in the amount of \$497,572.84 for installation costs; plus \$7,579.80 for year one service costs and monitoring for a total of \$505,152.64.

Presented by Decius Aaron, Public Works Director  
Item Removed from the Agenda

11. Council Consideration to approve Merle Manders Conference Center Building Renovations in the amount of \$314,000. Funding Source; \$50,000 FY2021 Budget; \$150,000 FY2022 Budget \$134,000 Tourism Funds

Presented by Kim Jordan, Conference Center & Events Manager

Ms. Jordan noted the Merle Manders Conference Center building was built in 2002 and need repairs to be competitive in the market; and noted the roof is leaking and the carpet in the ballroom needs replacing.

Mr. Ingraham, Conference Center Coordinator noted a walk-through was completed to assess what was needed and had conversations with Gordon Roofing who estimated the cost to repair the roof at \$94,214; and an estimated cost of \$70,000 to upgrade the kitchen and ballroom; noted other items to be considered is to remove the sound system and the countertops and to make the downstairs an independent event center with a total cost for renovations at \$314,000.

Ms. Jordan noted staff would like to have the roof fixed first followed by renovations to upstairs and downstairs and there is already \$100,000 budgeted which was previously approved.

Mr. Ingraham noted staff has confirmed with Henry County Tourism and there are funds available from Tourism.

Mayor Pro Tem Alexander inquired if there was an itemized list to look at the repairs.

Mr. Ingraham noted it was in the Councils packets; and noted the lighting needs updating from dim to LED, removal of the carpet and to change the color scheme.

Mayor Pro Tem Alexander noted there is subsidized funding yearly with no real revenue coming in and inquired where funding would come from.

Mr. Wiggins noted there is \$50,000 allocated from the FY2021 budget, \$150,000 in the FY2022 budget and could use \$134,000 of the Hotel/Motel taxes.

Mr. Ingraham noted 8% of the Hotel/Motel tax can be used, 18% out of the 8% can be used for product development and 37% out of the 8% is unrestricted.

Mayor Pro Tem Alexander asked the Attorneys to chime in.

Mr. Berry confirmed the Hotel/Motel taxes can be used for tourism.

Mayor Pro Tem Alexander motioned to approve with contingency of confirmed Tourism funding: Second by Councilman Thomas. The motion passed 4-0.



## **NEW BUSINESS**

12. Council Consideration to approve and publish the 2022 Public Meetings schedules.  
Presented by Vanessa Holiday, City Clerk

Ms. Holiday noted the 2022 Public Meetings Schedule includes the following: City Council meetings, Main Street Advisory Board (MSAB), Downtown Development Authority (DDA), Planning Commission, Youth Council and Youth Council Advisory Committee (YCAC) and upon approval will be published in the City's legal organ the Henry Herald; noted all boards and committees has approved their recommend schedules and will meet on the following days: DDA will meet on the 3<sup>rd</sup> Tuesday each month virtually until further notice at 6pm, MSAB will meet on the 2<sup>nd</sup> Friday each month virtually unless otherwise noted at 9am, Planning Commission will meet on the 4<sup>th</sup> Thursday each month virtually until further notice at 6:30pm, YCAC will meet on the 2<sup>nd</sup> Wednesday each month in the Patrick Henry Room at 6:30pm, Youth Council will meet on the 3<sup>rd</sup> Tuesday in the Levi Meeting room at 5:30pm.

Ms. Holiday noted there are two options for the City Council meetings in which there were requests from staff and others noting option #1 meeting schedule would remain the same as it is currently, which is meeting on the 2<sup>nd</sup> Monday of each month at 6pm for council meetings and the last Tuesday of each month for the work session meeting at 6pm; noted option #2 would be to have meetings on the 2<sup>nd</sup> Monday of each month at 6pm for council meetings and the last Tuesday of each month at 4pm for the work session meetings and also noted other options can be made by council.

Councilman Blount recommended amending the February 14th meeting to another day, noting it falls on Valentine's Day.

Ms. Holiday noted she would have to ask legal to see if the date could be moved; and noted the Charter stated the council meetings are held on the 2<sup>nd</sup> Monday of the month.

Mayor Pro Tem Alexander inquired on what board stated they would meet virtually for the remainder of the year.

Ms. Holiday noted the Planning Commission voted to meet virtually and the Board would have to go back to amend their meetings schedule should the Council not approve; noting we need to publish the dates by January 1<sup>st</sup> and can also revise the schedule.

Mayor Ford noted he would imagine if there were a state of emergency due to the pandemic, it should be fine, but would like to hear from legal and if they are in compliance with the open meetings act.

Mayor Pro Tem Alexander noted he is in support of continuing virtual meetings while the Omicron is out, but once things gets better, asked if the board will they still meet virtually.

Councilman Thomas noted nothing is written in stone and things could be modified.

Mayor Ford noted he prefers option #1 but would be the consensus of the Council.

Attorney Washington noted in their review, two code sections were looked at which allows to change some meetings and does not state have them on a Monday or Tuesday with no specific time and is within council latitude; also noted the concern was making sure they were able to point to the sections which are Section 3.13 in the Charter and under Article 2- Called Special Meetings which states meeting are normally held on Monday or Tuesday.

Mayor Pro Tem Alexander motioned to approve w/Option 1 of the City Council meetings and the Board/Committee meetings as presented: Second by Councilman Blount. The motion passed 4-0.

### 13. Council Consideration to approve the 2022 Agenda Timeline.

Presented by Vanessa Holiday, City Clerk

Ms. Holiday noted this is an Agenda Timeline distributed to staff, Mayor and Council, City Attorneys, and the City Manager with a yearly schedule of when documents are due to the Clerk's office so the Clerk's office staff can present to Mayor and Council in a timely and efficient manner to review before council meetings.

Councilman Thomas noted it is crucial to have documents submitted in a timely manner so Council can make informed decisions.

Mayor Pro Tem Alexander inquired if it was possible for Council to add items to the Agenda within 7 days.

Ms. Holiday noted a Resolution was passed requiring staff to have documents submitted to Council one week before the meeting, and to change that means there would no longer be that window.

Mayor Ford noted the Agenda can be amended as it was tonight and believes the timeline should remain the same.

Councilman Blount noted he believes Council should have a true Work Session so that items agreed on could be placed on the Consent Agenda at the council meetings.

Councilman Thomas motioned to approve the 2022 Agenda Timeline: Second by Councilwoman Barber. The motion passed 4-0.

### 14. Council Consideration to approve the 2022 Holiday Calendar.

Presented by Renee Wheeler, Human Resources Manager

Ms. Wheeler read the holidays for 2022: Jan 1 New Year's Day, Jan 17 M L King, Jr. Holiday, April 15 Good Friday, May 30 Memorial Day, June 19 Juneteenth, July 4 Independence Day, Sep 5 Labor Day, Nov 24 Thanksgiving Day, Nov 25 The Day After Thanksgiving, Dec 24 Christmas Eve, Dec 25 Christmas Day.

Councilman Blount motioned to approve the 2022 Holiday Calendar: Second by Councilwoman Barber. The motion passed 4-0.

15. Council Consideration to approve the 2022 Council Initiatives Calendar of Events.  
Presented by Zenovia Pearson, Admin. Asst. to Mayor & Council  
Ms. Pearson noted staff is looking for approval of the 2022 Council Initiatives Calendar of Events.

Councilman Thomas noted the Carrie Mae Hambrick event is normally the 3<sup>rd</sup> Saturday, but he has not confirmed with the organization and once confirmed he will come back and modify.

Mayor Pro Tem Alexander motioned to approve the 2022 Council Initiatives Calendar of Events: Second by Councilman Thomas. The motion passed 4-0.

16. Council Consideration to approve the 2022 City Events Calendar.  
Presented by Kim Jordan, Conference Center & Events Manager  
Ms. Jordan noted there have been three additional events added which are the Fourth of July Extravaganza, City of Stockbridge Centennial Celebration, and the Halloween Festival.

Mayor Pro Tem Alexander noted he believed the Job Fairs and Career Expos were allocated and inquired if staff would have to wait for Goodwill to proceed.

Mr. Ingraham noted staff has been in discussion with Goodwill to hold the job fair in April.

Mayor Pro Tem Alexander motioned to approve the city's 2022 Events Calendar: Second by Councilman Blount. The motion passed 3-0-1 (Barber Abstained).

Councilwoman Barber noted with the City, Councilwoman Gantt and the Youth Council all hosting a Halloween festival, she would like to rescind her previous motion in support of having the Halloween Festival.

Councilman Blount noted when Council initiatives are turn into city events, they would like to be better informed by the events team and want to see the initiates turned city events at city level event.

Councilwoman Barber motioned to rescind her vote from the 12/13/2021 meeting supporting the Halloween Festival.

Mayor Ford asked Legal Counsel to speak to the legality of the request.

Attorney Berry noted Councilwoman Barber can have a note placed in the record noting her position on the matter has changed from yes to no; however, the vote has been taken and is recorded as history and that a motion to reconsider the item would be the appropriate action.

Councilwoman Barber noted she has observed other members change their votes on this Council and called for a motion to Reconsider her vote of the City's Halloween Festival.

Councilman Thomas offered his knowledge of the Motion to Reconsider and noted that supports the City's Halloween Festival, he was of the understanding that a voting member has the right to change his or her position on an item at the meeting or the very next meeting.

Councilman Blount noted during the discussion at the previous meeting it was stated there was another Halloween event and the motion was approved to move forward, in which he voted to oppose and in conflict along with Councilwoman Gantt that the events were in conflict.

Mayor Ford requested a legal opinion.

Attorney Berry stated that any councilmember that voted in the majority whether it was a vote in favor of or a vote opposed to could bring the item back for reconsideration and a vote and stated Councilwoman Barber has the right to bring the item back for a vote.

Attorney Washington read the City's Charter Section 2.04.140 Motion to Reconsider:  
*A motion to reconsider any of the proceedings of council shall not be entertained unless it be made by a member who voted with the majority, and such motion shall be made at the same or succeeding meeting.*

Councilman Thomas stated that while he remains in favor of the original motion, he wants the actions of the Council to be procedurally correct to allow for a Motion to Reconsideration and stated likewise with a Point of Order, that request should speak to the item at hand.

Mayor Ford called on Councilwoman Barber for her request.

Councilwoman Barber made a Motion to Reconsider her vote; second by Councilman Blount.

Attorney Berry stated the motion is not to reconsider her vote, but a motion to reconsider the item and call for a vote on the item.

Councilwoman Barber made a motion to Reconsider the motion regarding the Halloween Event at the December 13, 2021 meeting.

Councilman Thomas disagreed with the opinion stating it is the councilmember's prerogative to change their vote without other members of Council voting on that.

The Clerk read the rule regarding the motion to reconsider; *The motion to reconsider may be made only by a member who voted on the prevailing side in the original vote (such as someone who voted "yes" if the motion had passed or voted "no" if the motion was defeated). The making of the motion to reconsider takes precedence over all other motions and yields to nothing.*

Attorney Berry agreed with the definition as read and stated it contemplates a motion.

Attorney Washington stated that as with any other motion, it must be properly moved and seconded to take any action.

Councilman Thomas disagreed with the call for a motion to reconsider her vote.

Attorney Berry stated the meeting two weeks is set stone and is why it takes a Motion for Reconsideration to bring the item back to the Council for a vote.

Attorney Washington stated the City's only provision in the Charter speaks to a Motion to Reconsider can only be brought back by a member of the Governing Body who voted in the majority.

Councilwoman Barber stated she is prepared to make two motions: A motion to rescind her vote; and a Motion to reconsider.

Mayor Ford called for a vote on the motion to reconsider made by Councilwoman Barber; second by Councilman Blount (there was not vote from Alexander or Thomas) the motion failed.

Attorney Berry noted the action of the Council was correct and gave an example of a rezoning item being approved by the Council and the developer begins to build relying on the zoning, and a member of the Council comes back two weeks later to change their vote, which is why the actions or voting of the full council.

Councilwoman Barber responded that the example of a developer or investor would relate to items involving contracts.

Attorney Berry noted the process is from Robert's Rules and used the rezoning as an example.

Mayor Pro Tem Alexander noted the Council voted and has received the opinion of legal counsel.

Councilwoman Barber opted to move on.

Councilman Blount stated while it was her prerogative to move on, he did not think Councilwoman Barber was allowed to change her vote.

Mayor Ford noted the process was that the Council did vote on the motion to reconsider, and the motion failed.

Councilman Thomas stated for the record he abstained from the vote.

17. Council Consideration to approve the 2021 Utility Billing Write-offs in the amount of \$14,111.78.

Presented by John Wiggins, Treasurer

Mr. Wiggins noted staff is requesting approval of the 2021 Utility Billing Write-offs in the amount of \$14,111.78; noted the decrease from last year FY2020 was about \$167.59 with a total amount of \$14,279.37.

Mayor Pro Tem Alexander motioned to approve the 2021 Utility Billing Write-offs in the amount of \$14,111.78: Second by Councilwoman Barber. The motion passed 3-0-1 (Thomas Abstained).

18. Council Consideration to approve Green Room Community Use Policy and Fee Schedule.

Presented by Kim Jordan, Conference Center & Events Manager and Econuel Ingram, Conference Center Coordinator

Item Tabled

19. Council Consideration to appoint a representative to the Council on Aging.

Presented by Attorney Washington

Mayor Ford noted boards and commission appointments are normally discussed during Executive Session and inquired with Attorney Washington if they should appoint during the meeting.

Attorney Washington noted the action would be the will of Council to go into Executive Session and discuss as well.

Councilwoman Barber noted for the record there is no relation between the two.

Mayor Pro Tem Alexander motioned to appoint DeRitha Barber to serve a – 2yr Term: Second by Councilwoman Barber. The motion passed 4-0.

20. Council Consideration to appoint members to the Downtown Development Authority

Presented by Attorney Washington

Item Tabled to January 2022

21. Council Consideration to appoint members to the Main Street Advisory Board.

Presented by Attorney Washington

Councilman Thomas motioned to appoint Greg Horton to a 3yr Term; Linda Jones, Mildred Reed, Anika Potts, Willie Hopkins and Shomari Furtch with a 2-yr Term: Second by Mayor Pro Tem Alexander. The motion passed 4-0.

22. Council Consideration to appoint members to the Youth Council Advisory Committee

Presented by Attorney Washington

Attorney Washington noted he has seven applications for the Youth Advisory Council.

Councilwoman Barber noted she would like to go into Executive Session.

Councilman Thomas noted there was a candidate he favored and asked for clarification of the position and candidates.

Ms. Holiday noted there are currently eight positions open with seven candidates, three unexpired terms that need to be filled and will be filled for one year, three vacancies and two re-appointments.

Councilwoman Barber inquired how does one determine which positions would be filled.

Councilman Blount suggested speaking with the Committee Chairperson to determine who will fill the positions.

Ms. Holiday noted for the record she would like to confer with the Attorney to determine the terms and stated normally there are not this many vacancies at one time; and noted usually when a term expires, the new candidate replaces the vacated seat, there are three vacated seats along with three vacancies.

Councilman Thomas noted there is someone he would like to recommend.

Councilman Blount motioned to appoint Sharika Zellars and Jodie Alexander with a 2-yr Term; Aaniyah Kendrick, Alfreda Gourline, Arvia Hall, Derius Peurifoy, Keely White and Shameka Jones, with terms to be determined to fill the 1yr unexpired terms or vacant 2-yr terms following discussion with legal: Second by Mayor Pro Tem Alexander. The motion passed 3-0-1 (Barber Abstained).

## 23. Council Consideration to approve the Commercial Code Enforcement Fee Schedule Presented by Brecca Johnson, Community Development Director

Ms. Johnson noted the Code Enforcement Department does not have a Fee Schedule and would like to have fees approved with the goal of getting the Fee Schedule out to business owners and residents by the first of the year.

Councilman Thomas inquired on how the fee schedule would be enforced and what the next steps would be.

Ms. Johnson noted if there is a perceived violation by a code enforcement officer, a notice of violation will be given to the violator to comply in which they will have a certain number of days to come into compliance; noted if the violator does not come into compliance, the code enforcement officer will be scheduled to go back out within a certain time frame and will then issue a citation which will be the 1<sup>st</sup> offense and will be placed on the docket for court which is set for April 2022; and added if the offenses continue with the same violators, they will be fined with another fee to pay. Ms. Johnson mentioned the idea is to keep habitual violators to a minimum.

Mayor Pro Tem Alexander noted the fine for overgrown grass is too low and inquired why it was so low.

Ms. Johnson noted best practices are to pull fees that are comparable around the region.

Mayor Pro Tem Alexander noted commercial buildings should be responsible for picking up trash alongside their buildings.

Councilman Blount noted to add to the language to have business and property owner responsible for the upkeep of their property.

Ms. Johnson noted the nuisance section will cover those issues.

Chief Trammer noted with the Municipal Codes of GA- Title 11- Offense-Chapter 11.6 addresses littering in the city.

Mayor Pro Tem Alexander noted he would like to see added fines for trash in the parking lots and maintenance in commercial parking lots.

Councilwoman Barber inquired if residential storage pods were included.

Ms. Johnson noted it would be under nuisances and believes there is a time limit with storage pods.

Councilman Thomas spoke about parking on the streets in subdivision and inquired if the Codes were up to date.

Ms. Johnson noted there needs to be additional conversation with the new City Manager and noted the Code needs to be updated.

Councilman Thomas inquired on the difference between parking in the street vs. no parking signs and no parking vs. regular street parking.

Ms. Johnson noted there is an Ordinance that address parking permits however, it is difficult for staff to manage.

Councilman Blount requested to have a breakdown of each of the violations.

Mayor Pro Tem Alexander inquired if zero tolerance has been a practice.

Ms. Johnson noted staff operates from the Standard Operating Procedure (SOP) for each violation and a time frame in which violators will need to come into compliance.

Mayor Ford noted there were suggestions to be added to the list and inquired if they should be individually voted on or added to the list and vote on the whole list.

Chief Trammer noted the current ordinance addresses public/private property with a minimum fine of \$200 in the Charter.

Councilman Blount noted Council should go with what the Charter stated and implement enforcement.

Councilwoman Barber inquired if the Attorney could validate what Chief Trammer stated and requested to keep the fees separate.

Chief Trammer references Chapter 11.16.070- Violations.

Councilwoman Barber noted she does not want to approve excessive fines/fees.

Councilman Blount noted the court should determine the outcome when dealing with fines.

Attorney Berry noted the provision Chief Trammer read is correct and caps the fines at \$1000 and under Georgia law, the most a misdemeanor can be is \$1000 and should be set as the upper limit.



Councilman Thomas called for the vote.

Mayor Pro Tem Alexander motioned to approve Second by Councilwoman Barber.

Mayor Pro Tem Alexander motioned to have the commercial portion of the fee schedule with amendments which include the parking lot litter 1<sup>st</sup> fine of \$200, 2<sup>nd</sup> fine of \$500 and 3<sup>rd</sup> fine of \$1000; parking lot maintenance, paving to damaged parking lots 1<sup>st</sup> fine of \$200, 2<sup>nd</sup> fine of \$750 and 3<sup>rd</sup> fine of \$1000; overgrown grass (commercial) 1<sup>st</sup> fine of \$200, 2<sup>nd</sup> fine of \$500 and 3<sup>rd</sup> fine of \$1000 and consult with legal and staff: Second by Councilwoman Barber. The motion passed 3-0-1 (Blount Abstained).

Councilwoman Barber inquired about the Residential Fee Schedule.

Mayor Pro Tem Alexander motioned to bring the Residential Fee Schedule to the Council within the next 30 days for approval: Second by Councilwoman Barber. The motion passed 4-0.

24. Council Consideration to grant the Chief of Police the authority to implement and/or amend police department policies and procedures with review by Legal Counsel as appropriate, excluding policies and procedures with a financial impact greater than \$5,000. Presented by Frank Trammer, Police Chief  
Item Tabled

25. Council Consideration to approve Vehicle Usage Policy for the City of Stockbridge Police Department.

Presented by Frank Trammer, Police Chief

Chief Trammer noted at the beginning of the year staff will start recruiting for the Police Dept to fill 53 police officer positions; noted staff is developing recruitment literature and one of the benefits staffs would like to provide to officers are take home vehicles with some of the benefits being: enhancing the safety and security within the community, a quicker response time, reduces maintenance cost, allows for rapid deployment of off duty officers and enhanced accountability; noted one of the differences staff is seeking for approval is a minimum mileage restriction for the vehicle to be 35 miles, which would allow officers living within a 35-mile radius to be eligible for a take home vehicle; stated the reasoning for the 35 mile is to pull distance from city limits to adjacent counties and the furthest distance was 35 miles; noted there is no set standard for take home mileage and varies from department to department and included all agencies in Henry County offers a take home vehicle program; noted Henry County minimum mileage is 15 miles, City of McDonough minimum mileage is 20 miles, City of Hamptons minimum mileage is 25 and City of Locust Grove minimum mileage is 35 and believes the city should remain with the most competitive.

Councilwoman Barber motioned to approve the Vehicle Usage Policy for the City of Stockbridge Police Department: Second by Councilman Thomas. The motion passed 4-0.

26. Council Consideration to temporarily waive spending authority limits to authorize the City Manager to approve police department start-up purchases not to exceed a designated amount and/or specified costs for pre-approved categories.

Presented by Frank Trammer, Police Chief

Item Tabled

27. Council Consideration to approve the purchase of body worn cameras with a 5-year program in the amount of \$239,500.01, and in-car video cameras and associated storage costs with a 5-year program in the amount of \$471,743.99 for the City of Stockbridge Police Department for a total amount of \$711,244.00. Funding Source ARPA.

Presented by Frank Trammer, Police Chief and Richard Godfrey, Commander

Commander Godfrey noted staff has evaluated several different companies from companies such as G-Tact, Motorola, Watch Guard and Axion A.K.A Taser for body worn camera packages for a total of fifty body worn cameras and associated equipment. Commander Godfrey noted the capabilities of the cameras has LTE capabilities with a built-in sim card which would allow tracking via GPS, along with the taser which has a built-in microchip and once withdrawn from the holster, it will automatically activate the body camera.

Mayor Ford inquired on the cost.

Commander Godfrey noted the 5-year in-car system program total cost is \$471,743.99, the body cameras 5-year program total cost is \$239,500.01.

Councilwoman Barber motioned to approve the purchase of body worn cameras with a 5-year program in the amount of \$239,500.01, and in-car video cameras and associated storage costs with a 5-year program in the amount of \$471,743.99 for the City of Stockbridge Police Department for a total amount of \$711,244.00: Second by Mayor Pro Tem Alexander. The motion passed 4-0.

28. Council Consideration to approve the purchase of mobile and in-car police radios for the City of Stockbridge Police Department in the amount of \$611,736.00. Funding Source ARPA.

Presented by Frank Trammer, Police Chief and /Richard Godfrey, Commander

Commander Godfrey noted staff is seeking approval of a Requisition to purchase both portable and in-car radios from Loudoun Communications, Inc and is the same system the county uses.

Councilwoman Barber inquired on the balance for ARPA funds.

Chief Trammer noted they anticipate from the Police Department standpoint a future purchase of \$2 million; there is currently \$1.5 million proposed for tonight's meeting and \$1.4 million in the APRA fund balance and the city should get the other \$5.5 million by April 2022; noted the body worn cameras payments are not due until May 2022 and the City anticipates having the next round of ARPA funds before the due date; noted the police department has currently used \$3.1 million for police vehicles and use \$1.5 million for tonight purchases which totals roughly \$4.6 million of the \$11 million in which the city has received in ARPA funds; noted Public Works has used roughly \$1 million and has used one disbursement which leaves about \$5.6 million available for future purchases and does not include the extra \$2 million the city may get with grants.

Councilwoman Barber motioned to approve the purchase of mobile and in-car police radios for the City of Stockbridge Police Department in the amount of \$611,736.00: Second by Mayor Pro Tem Alexander. The motion passed 3-0 (Blount was not present for the vote).

29. Council Consideration to approve the purchase of remote-controlled spotlights for City of Stockbridge Police Department patrol vehicles in the amount of \$37,589.26. Funding Source ARPA.

Presented by Frank Trammer, Police Chief

Chief Trammer noted staff did not notice until after the purchase of the police patrol vehicles there were no spotlights which is an essential piece of equipment and the vehicles will need to be retro fitted to add spotlights to all forty-two patrol cars in the amount of \$37, 589.26.

Councilman Thomas motioned to approve the purchase of remote-controlled spotlights for City of Stockbridge Police Department patrol vehicles in the amount of \$37,589.26: Second by Councilwoman Barber. The motion passed 3-0 (Blount was not present for the vote).

30. Council Consideration to approve the purchase of 56 Taser X 7's for the City of Stockbridge Police Department in the amount of \$.176,198.39. Funding Source ARPA.

Presented by Frank Trammer, Police Chief and Richard Godfrey, Commander

Commander Godfrey noted the police department is seeking approval to purchase fifty-six tasers which is the latest released tasers by Axion. Commander Godfrey noted one of the criteria that will be implemented is the taser color which will be yellow and will be required under policy to be a cross draw; with a 5-year comprehensive term contract which will be under warranty during the 5 years.

Mayor Pro Tem Alexander motioned to approve the purchase of 56 Taser X 7's for the City of Stockbridge Police Department in the amount of \$.176,198.39: Second by Councilwoman Barber. The motion passed 3-0 (Blount was not present for the vote).

## **DISCUSSION**

31. Councilman Blount proposed a \$500 incentive for vaccinated employees and staff working through the pandemic using ARPA Funds.

Councilman Blount noted the City was blessed not to have to lay off any staff throughout the pandemic and that ARPA funds was being used by other municipalities to issue incentives to staff and wants the City of Stockbridge to issue a \$500 incentive to vaccinated staff and those who worked through the pandemic using ARPA funds for approximately \$50,000 for the city's eighty employees.

Councilwoman Barber supports tasking HR staff and legal with researching vaccine incentives for employees noting ARPA funding is specific and wants to be sure the incentives fall within the ARPA parameters and supports all ways of encouraging staff to get vaccinated and get their boosters; and to research how what is done in the case of employees who don't want to be vaccinated at all and how that factors in; and noted a Cost of Living Adjustment increase would require General Funds and cannot use ARPA Funding.

Councilman Blount noted this request does not involve the Cost of Living (COLA) and saw today in fact on the news where other cities were distributing this type of incentive to their employees and wants the city's legal team and staff to look into for our employees.

Mayor Ford asked legal if they had any remarks.

Attorney Washington noted legal would need to research the item and prepare a memo and submit to Council.

Mayor Pro Tem Alexander stated he is in support of doing something for the city's employees with the ARPA funding that has come to the city; noted the city has been fortunate with no layoffs and maintained a full staff; noted the increase in the livable wage to a minimum of \$15/per hour; and wants to make sure the attorneys are tasked with a leveled approach if it is legal to give this one-time payment it should perhaps be 3-tiered with an employee who has taken the steps to get fully vaccinated with the booster and protect themselves and others should receive a higher amount than someone who has received one or two vaccinations; and they should receive a higher amount than someone who has not been vaccinated at all; noting the definition of fully vaccinated as defined by the CDC will change; and noting everyone endured, and there may be those who did not get the vaccination for religious reasons and did wear a mask and took precautions would be worthy of something and it not be zero, and it is allowable, everyone should receive something; and asked HR staff and see what other cities are doing.

Councilman Blount noted he appreciated Mayor Pro Tem's recommendation of the tiers and referenced the cities of Douglasville and Sandy Springs who he believes may have issued incentives to their employees as part of the research, and just wants to do something for the employees.

Councilwoman Barber wants the attorneys to look into the discrimination factor of the tiered approach to avoid potential litigation; and noted her support of the incentive.

Councilman Blount noted it falls along the line of insurance companies who charge based on a tiered approach.

Councilwoman Barber noted because this is the use of ARPA Funding, there are specific guidelines and criteria.

Mayor Pro Tem asked HR to look into and bring back to the Council if the cost of employees not getting vaccinated and if there will be a cost that will be passed along to the city, noting the city has absorbed the cost of the added premiums for several years, as this will certainly help with the decision.

Mayor Ford asked Ms. Wheeler for her thoughts on the request for the research; there was no response.

Councilman Blount noted that when the information comes back from HR and Legal, asked if there could be a consensus by email or vote in the public.

Attorney Washington noted a vote would need to be made before the public.

Councilman Blount noted the request is that there be an incentive of \$500 for the vaccinated; \$250 for the unvaccinated and \$7 for the boosters.

Mayor Pro Tem Alexander asked that the Council wait on the research from HR and Legal as discussed.

Mayor Ford noted the Attorneys have heard the information and HR Staff and Legal Counsel were tasked with determining the feasibility and legal justifications for the incentive and distribution and report back to the Council within the next 30 days.

### **COMMENTS FROM THE MAYOR**

Mayor Ford noted the COVID variant Omicron has become more prominent; noted Dr. Henson of Piedmont Henry stated the hospital is preparing for the 5<sup>th</sup> surge as people prepare to gather for the holiday season; noted he and his spouse received the booster with no issues, and encouraged everyone to get vaccinated, get boosters, get tested because Omicron is here and that's the only way we will be able to beat this virus; noted the CDC has stated boosters are available to those who qualify age 16+ free of charge and you can set up an appointment for the Pfizer and Moderna vaccinations and boosters at the Public Health Department located at 135 Henry Pkwy in McDonough by calling 470-661-0005; noted COVID Testing is available Monday through Friday from 9am – 3pm at Red Hawk Field 143 Henry Pkwy in McDonough and with rapid testing for faster results and you can get vaccinations and the booster as well; noted walk-ins are welcome from 9am – 11am and 1pm – 3pm and closes at 5pm and is open 5 days per week; noted once you have completed the first two vaccines from Pfizer or Moderna you can cross over and take the Pfizer or Moderna boosters; noted the Moderna and Pfizer vaccines are being administered to individuals age 5+, and boosters cannot be administered to ages 5 – 15, noting the CDC has not approve a booster for that age group, and asked that you please get permission and/or advice regarding the vaccinations; noted the City has moved forward with the selection of a Sole Finalist to fill the vacancy for the City Manager position noting the candidate is Mr. Frederick Gardiner, and noted the city is in the 14-day period by law of the process which started on Saturday and will end December 31<sup>st</sup> where the city will then have a Special Called meeting between January 1 – 10 to make the formal appointment and confirmation.

**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](http://www.cityofstockbridge.com) for the meeting invitation link, Facebook page or contact City Hall offices at 770-389-7900 for updates.

- City Council Meeting and - 2<sup>nd</sup> Monday of each month 6:00 p.m. Swearing-In Ceremony Location TBD (Jan 10)
- Youth Council Meeting, 5:30 p.m. - 2<sup>nd</sup> Wednesday of each month Levi Meeting Room - City Hall (Jan 12)
- Main Street Advisory Board Meeting, 2<sup>nd</sup> Friday of each month 9:00 a.m. Via Zoom (Jan 14)
- Youth Council Advisory Committee Meeting, 6:30 p.m. - 3<sup>rd</sup> Tuesday of each month Patrick Henry Meeting Room - City Hall (Jan 18)

- Downtown Development Authority Meeting, 6:00 p.m. Via Zoom - 3rd Tuesday of each month Via Zoom (Jan18)
- City Council Work Session Meeting, Last Tuesday of each month - Time and Virtual (Jan 25)
- Planning Commission Meeting, 4<sup>th</sup> Thursday at 6:30 p.m. Via Zoom – (Feb 24)

### **UPCOMING CITY EVENTS/INITIATIVES**

Please join Councilwoman Barber at the Eagles Landing Dance Center for FREE Zumba Saturdays at 8 a.m. at 627 Red Oak Road Stockbridge, GA

*A Continuous Salute to Veterans:* Please forward pictures of Veterans including name, branch, rank, and years of service as Councilman Thomas presents a special tribute to our local veterans. Pictures should be submitted to: [zpearson@cityofstockbridge-ga.gov](mailto:zpearson@cityofstockbridge-ga.gov) Thank you for your service!

Here is your opportunity to *Meet the Mayor*, and voice your questions and/or concerns Monday, January 25, 2022, from 10 a.m. to noon. Call Zenovia Pearson to schedule an appointment. 770-389-7900 ext. 248.

Mayor Ford wished everyone, and on behalf of the City Council and the staff a Merry Christmas, Happy New Year, Happy Holidays, Happy Hanukah, and Kwanza.

### **EXECUTIVE SESSION**

Councilwoman Barber motioned to convene Executive Session for Personnel, Litigation, and Real Estate: Second by Mayor Pro Tem Alexander. The motion passed 4-0.

Councilman Thomas motioned to adjourn Executive Session: Second by Councilwoman Barber. The motion passed 3-0. (Councilman Blount was not present for the vote).

Councilman Thomas motioned to reconvene the meeting without action from Executive Session: Second by Councilwoman Barber. The motion passed 3-0 (Councilman Blount was not present for the vote).

Ms. Holiday noted during the presentation of the Public Meeting Schedule it was stated that the Planning Commission meeting time was 6:00 p.m. and should be 6:30 p.m.

Councilman Thomas motioned to adjourn: Second by Mayor Pro Tem Alexander. The motion passed 3-0. Councilman Blount was not present for the vote).

Respectfully submitted by:

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Vanessa Holiday, City Clerk MMC

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Anthony S. Ford, Mayor

STATE OF GEORGIA  
HENRY COUNTY  
CITY OF STOCKBRIDGE

RESOLUTION NO. R22-1420

A RESOLUTION TO SUPPORTING THE ANNEXATION OF  
UNINCORPORATED LANDS

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds;

WHEREAS, the Henry County Legislative Delegation, has proposed the state legislature to annex unincorporated lands into the City of Stockbridge;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

**SECTION 1. Approval of Support.** The City of Stockbridge is proud to unanimously support the legislation put forth by the Henry County Legislative Delegation, to annex unincorporated lands into the City of Stockbridge. The City of Stockbridge is proud to have such honorable advocates working for its citizens and offers its support to the proposal set forth in the legislature.

**SECTION 2. Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

**SECTION 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

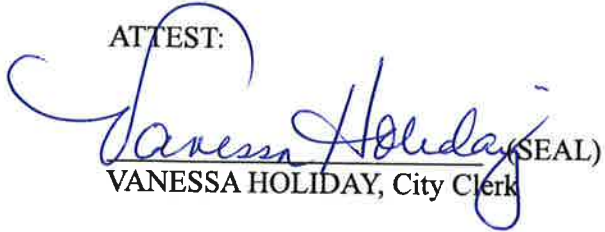
**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO RESOLVED this 25<sup>th</sup> day of January 2022.

  
ANTHONY S. FORD, Mayor

ATTEST:

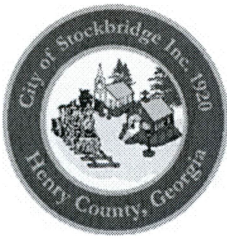
  
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

  
QUINTON WASHINGTON, City Attorney







# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

February 14, 2022

### FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ SERVICE AGREEMENT 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: Renee Wheeler

DEPARTMENT: Human Resources

ITEM/PROJECT/EVENT: Request to approve Vaccination Incentive Program

Recommendation to approve a Vaccination Incentive Program for employees utilizing ARPA funds.

### BACKGROUND INFORMATION:

The American Rescue Plan Act of 2021 (ARPA) provides \$350 billion in additional funding for state and local governments. The City Council has recommended funds for a vaccination incentive program. All employees were essential to the ongoing operation of the city to maintain services to the citizens of Stockbridge.

### SIGNATURES:

CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

☐ FINANCIAL IMPACT ☐ \$88,000

ATTACHMENTS: ☒

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## INTEROFFICE MEMORANDUM

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**TO:** FRED GARDINER, CITY MANAGER

**FROM:** RENEE WHEELER, HR MANAGER

**SUBJECT:** VACCINATION INCENTIVE PROGRAM

**DATE:** JANUARY 26, 2022

**CC:** VANESSA HOLIDAY, CITY CLERK  
JOHN WIGGINS, TREASURER

---

The American Rescue Plan Act of 2021 (ARPA) provides \$350 billion in additional funding for state and local governments. The elected body has decided to utilize some of the funding for a vaccination incentive program. All employees were essential to the ongoing operation of the city to maintain services to the citizens of Stockbridge.

The purpose of the vaccination incentive program is to increase the number of employees who are unvaccinated or have only received one vaccination. The funds will be used to incentive employees to take the vaccine and keep themselves and others safe.

Through this program employees will receive an incentive in the following tiers:

Tier 1 – Fully vaccinated with booster between January 1, 2021 – January 1, 2022.- \$1,000

Tier 2 – Received two vaccinated shots with no booster. - \$500

Tier 3 – Received one vaccinated shot. - \$250

Tier 4 – Fully vaccinated with two shots before April 1, 2022.- \$500

Tier 5 – Received the booster shot by the end of April 2022. - \$500

Employees who have been vaccinated will have to present their card to human resources to participate in this program. Those who choose to not be vaccinated under medical or religious reasons will not be able to participate in the program.

If any employee presents a fake vaccination card, they will be subject to federal prosecution. It is a federal crime to make or use “any materially false writing in any matter involving a health care benefit program”.



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

February 14, 2022

### FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
- ☐ TASK ORDER
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- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

### ITEM/PROJECT/EVENT:

Facility Janitorial Maintenance Services—Intercontinental Commercial Services, Inc. Annual Contract in the amount of \$118,080.00.

### BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 2020-0025) with Intercontinental Commercial Services, Inc. for janitorial maintenance services to an annual amount of \$118,080.00. The increase includes the addition of the Public Works Admin Building and Day Porter Services. Budgeted funds available in the 2022 budget account numbers 100-15650-522319 (Facility Cleaning PW Admin) and 100-15650-522321 (Facility Cleaning City Hall).

### SIGNATURES:

CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$118.080.00**

ATTACHMENTS:

☐

STATE OF GEORGIA  
HENRY COUNTY  
CITY OF STOCKBRIDGE

RESOLUTION NO. R21-1282

**A RESOLUTION TO AUTHORIZE AWARD OF A CONTRACT FOR  
JANITORIAL MAINTENANCE SERVICES**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City seeks to retain janitorial maintenance services pursuant to a request for proposals issued by the City; and

WHEREAS, the staff has recommended Intercontinental Commercial Services, Inc as the preferred vendor;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

**SECTION 1. Approval of Award and Contract.** City Council hereby authorizes the award of a contract to Intercontinental Commercial Services, Inc. pursuant to RFP 2020-0025 for the acquisition of janitorial maintenance services, for an annual amount of Eighty-nine thousand, two hundred and eighty dollars, \$89,280.00. The Contract is for one (1) year with an option to renew for four (4), one (1) year periods

**SECTION 2. Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

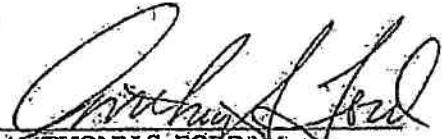
**SECTION 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

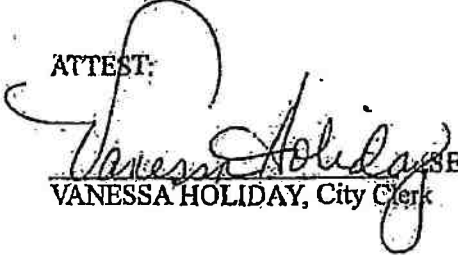
**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 12<sup>th</sup> day of April, 2021.

  
ANTHONY S. FORD, Mayor

ATTEST:

  
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

  
QUINTON WASHINGTON, City Attorney

**SERVICE AGREEMENT  
BY AND BETWEEN  
INTERCONTINENTAL COMMERCIAL SERVICES, INC.  
AND  
THE CITY OF STOCKBRIDGE, GEORGIA**

This Agreement ("Agreement") is made and entered into this 12<sup>th</sup> day of April 2021, by and between Intercontinental Commercial Services, Inc. (hereinafter, "CONTRACTOR"), and the City of Stockbridge, Georgia (hereinafter, "City") (CONTRACTOR and City sometimes referred to herein as "Parties").

**WITNESSETH:**

**WHEREAS**, City desires to engage the services of CONTRACTOR to perform for City services for janitorial maintenance services pursuant to City RFP No. 2020-0025 (the "Project"); and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term and Termination.** This Agreement shall be for one (1) year, commencing on the date of execution stated above, and the City shall have the option to renew for four (4) one (1) year periods, with such option being in the City's sole discretion. If the City desires to exercise the option stated herein, the City shall provide thirty (30) days advance written notice to the Contractor of the City's intent to exercise the option. The provisions of Section 2(c) and the RFP shall specifically survive the termination or expiration of this Agreement. The City may terminate this Agreement at any time for any reason with thirty (30) days advance written notice.

2. **Services.**

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth in the "Scope of Work" and related proposals submitted in response to City RFP No. 2020-0025. The Scope of Work is attached hereto as Exhibit A. The RFP, including all terms and conditions stated therein, the CONTRACTOR'S proposal(s), and any amendments to the RFP are all incorporated herein by reference and made a part of this Contract.

(b) The standard of care applicable to CONTRACTOR's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation. CONTRACTOR warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the City shall be deemed to diminish this warranty in any way.



(c) CONTRACTOR shall indemnify and hold harmless the City and its agents and employees (i) 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 Project, 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 and (ii) from the inadequacy of the Services performed by CONTRACTOR or anyone for whom CONTRACTOR is responsible. 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 City or any of its 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 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.

3. Compensation. CONTRACTOR shall receive compensation from the City as set forth in the attached Exhibit B.

4. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. If any of the provisions of this Agreement shall be declared unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(h) CONTRACTOR shall at all times maintain sufficient liability insurance and payment and performance bonds to cover their services under this Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



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

Intercontinental Commercial Services, Inc.

By: Henry B. Adman

CITY OF STOCKBRIDGE, GEORGIA

By: Arthur L. Ford

ATTEST:

Caren Holiday  
City Clerk

APPROVED AS TO FORM:

[Signature]  
City Attorney



Where Community Connects

**City of Stockbridge Procurement Division**

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

**COST PROPOSAL EXHIBIT II**

**Instructions:** The successful Contractor is required to furnish all labor, travel, resources, materials, equipment and services required to satisfactorily complete the installation and set-up of all items as stated below. All costs listed below are inclusive. The City will not be responsible for charges that are not included on this Bid Pricing Form. Please do not make modifications to this form as any change may render Contractor's Bid nonresponsive. Please complete the form in its entirety. The City has several buildings and locations requiring janitorial services. Please provide an estimate of the approximate monthly cost, noting the total square footage for each site. All square footages are approximate; refer to the scope of services for Work Schedule Details and the attached floor plans.

| Item No. | Building                                                                                     | Square Footage | Monthly Service Cost | No. of Months | Per square footage x Monthly Serv. Cost X No. of Months = Annual Service Cost |
|----------|----------------------------------------------------------------------------------------------|----------------|----------------------|---------------|-------------------------------------------------------------------------------|
| 1        | City Hall Offices<br>5 Days per week<br>4640 North Henry BLVD                                | 28,000         | \$ 2,340.00          | 12            | \$ 28,080.00                                                                  |
| 2        | Municipal Court Building<br>2 Days per week<br>4602 North Henry BLVD                         | 9,900          | \$ 550.00            | 12            | \$ 6,600.00                                                                   |
| 3        | Merle Manders Conference Center Administrative Building<br>2 Days per week<br>111 Davis Road | 1,500          | \$ 425.00            | 12            | \$ 5,100.00                                                                   |
| 4        | Merle Manders Conference Center<br>7 Days per week<br>111 Davis Road                         | 19,200         | \$ 1,875.00          | 12            | \$ 22,500.00                                                                  |
| 5        | Ted Strickland Community Center<br>7 Days per week<br>130 Berry ST                           | 3,600          | \$ 800.00            | 12            | \$ 9,600.00                                                                   |
| 6        | Public Works Maintenance Shop<br>2 Days per week<br>351 Taylor DR                            | 25,300         | \$ 875.00            | 12            | \$ 10,500.00                                                                  |



Where Community Connects

**City of Stockbridge Procurement Division**

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

|                                                 |                                             |       |              |    |             |
|-------------------------------------------------|---------------------------------------------|-------|--------------|----|-------------|
| 7                                               | WWTP<br>2 Days per week<br>100 Stapleton DR | 2,700 | \$ 575.00    | 12 | \$ 6,900.00 |
| Overall Annual Contract Cost includes Items 1-7 |                                             |       | \$ 89,280.00 |    |             |

Total points awarded for price will be determined by applying the following formula:  
(Lowest Overall Annual Contract Cost / Proposer's Price) x 30 = Price Score  
Please note that prices may be negotiated in the best interest of the City after the scoring is completed.



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**City of Stockbridge Procurement Division**

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

**THE REQUESTED COST BELOW IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT CALCULATED AS PART OF THE OVERALL ANNUAL CONTRACT COST USED AS A FACTOR IN THE EVALUATION CRITERIA.**

**UNSCHEDULED WORK**

The Contractor shall provide a price for hourly labor costs to perform miscellaneous unscheduled work.

Price per Hour: \$ 14.50

**CLEAN, STRIP & WAX/POLISH FLOORS**

The Contractor shall provide a price per square foot to perform clean, strip and wax/polish of hard surfaced floor finishing in accordance with the Janitorial Performance Standards.

Price per Square Foot: \$ 0.28

**SHAMPOO/EXTRACT CARPET**

The Contractor shall provide a price per square foot to perform carpet shampooing in accordance with Janitorial Performance Standards.

Price per Square Foot: \$ 0.21

**EXTERIOR WINDOWS**

The Contractor shall provide a unit price (each) for the thorough cleaning of exterior glass/windows to include screens, adjacent trim and sills.

Price per Unit (Each): \$ 5.00

**INTERIOR WINDOWS**

The Contractor shall provide a unit price (each) for the thorough cleaning of interior glass/window, include blinds, adjacent trim and sills.

Price per Unit (Each): \$ 4.00

**SHAMPOO CHAIRS**

The Contractor shall provide a price per chair to perform shampooing in accordance with Janitorial Performance Standards.

Price per Chair: \$ 5.00



Where Community Connects

City of Stockbridge Procurement Division

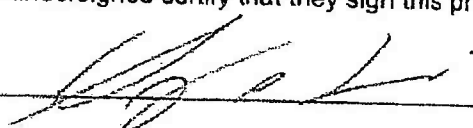
City of Stockbridge City Hall  
4640 North Henry Boulevard  
Stockbridge, Ga 30281

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

\_\_\_\_\_ Date \_\_\_\_\_

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By:  Title CEO

By:  Title Secretary

Date: 1/6/2021

END OF PROPOSAL FORM



## Intercontinental Commercial Services, Inc.

### *Complete Facility Services*

912 Hurricane Shoals Road, NE, Lawrenceville, GA 30043

Office (678)530-0401 Fax (678)530-0402

September 28, 2021

*Dennis T. Dunn*  
*9/30/2021*

Attn: Al Barnes

Re: City of Stockbridge - Public Facilities - One Time Cleaning Estimation

Dear Mr. Barnes:

Being given the opportunity to view and assess the One Time Cleaning at City of Stockbridge, ICS, Inc. is proposing a bid of:

#### One Time Cleaning

Price: One thousand one hundred fifty dollars (\$1,150.00)

#### Work Includes:

- Wiping down walls up to 6ft. With microfiber
- Wipe all baseboards
- Sweep debris around construction site
- Window Cleaning with Squeegee, inside and outside
- Scrub all LVT tiles

Price includes all labor & materials.

Thank you for allowing us to bid on this project. Please do not hesitate to call if you have any questions.

Sincerely,

Tom Kim  
CEO



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

February 14, 2022

### FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ CONTRACT APPROVAL/RENEWAL
- ☐ PUBLIC HEARING
- ☐ PRESENTATION
- ☐ BID SELECTION/AWARD
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- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☒ DEPARTMENT BUDGET
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Decius T. Aaron

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Right-of-Way Landscaping annual contract in the amount of \$300,000.00.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to increase the annual contract (2019-00022P) with CGL Facilities Management, LLC. for Right-of-Way Landscaping to an annual amount of \$300,000.00 as approved in the FY2022 budget. The account number is 100-42200-522000 (Right-of-Way Landscaping).

SIGNATURES:

CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$300,000.00

ATTACHMENTS:

☐

STATE OF GEORGIA

HENRY COUNTY

CITY OF STOCKBRIDGE

RESOLUTION NO. R21-1324

**A RESOLUTION TO AUTHORIZE AWARD OF BID FOR FACILITY  
MAINTENANCE AND GROUNDSKEEPING**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds;

WHEREAS, the City proposes to authorize the award of a contract for facility maintenance and groundskeeping;

WHEREAS, the City is permitted to utilize piggyback purchasing when it is efficient, convenient, and in the City's best interest to do so;

WHEREAS, on July 8, 2019, the City of Stockbridge awarded contract number 2019-00022P for Facility Maintenance Solutions. The contract was awarded to CGL Facilities Management, LLC; and

WHEREAS, State of Georgia contract 99999-001-SPD0000154-0001 was effective February 20, 2019 and City staff is requesting contract renewal through December 2022;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

**SECTION 1. Approval of Piggyback Purchase.** The City is hereby authorized to enter a contract (contract number 2019-00022P) with CGL Facilities Management, LLC. pursuant to State of Georgia contract number 99999-001-SPD0000154-0001 for facility maintenance and grounds keeping. The City of Stockbridge contract will be for an estimated annual amount of \$210,000. (See Exhibit One)



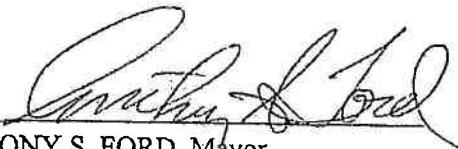
**SECTION 2. Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

**SECTION 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

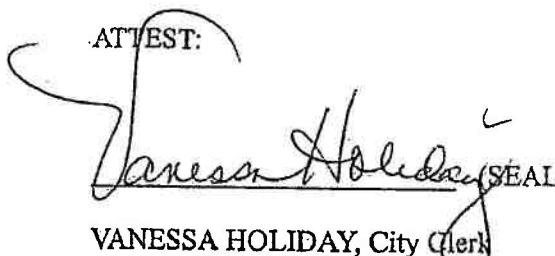
**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

SO RESOLVED this 27<sup>th</sup> day of July, 2021.

  
ANTHONY S. FORD, Mayor

ATTEST:

  
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

  
QUINTON WASHINGTON, City Attorney



Where Community Connects

**PROCUREMENT DIVISION**

4640 North Henry Boulevard, Stockbridge, Georgia, 30281 | Phone: (770) 389-7900

**CONTRACT RENEWAL EVALUATION FORM**

Department: Public Work Department

Contact: Decius Aaron, Public Work Director

Contract No.: RFP No. 2019-00022P - CGL - Public Works - Beautification

The above referenced contract expires on December 31, 2021. Per the terms of the Contract, this Contract is eligible to be renewed for an additional 12-month term.

Please complete the Survey (Section 1, below) evaluating the Contractor's performance during the past Contract Term. If answering "No" to any question, please provide a brief explanation. Per Section 2, please indicate whether you wish to renew this contract.

**Section 1: Contractor Evaluation**

|                                                                                                                         | YES                                 | NO                       | N/A                                 |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| 1. Contractor performed all work in conformance with the Contract requirements?                                         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 2. Contractor was responsive and professional?                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 3. Are you satisfied with the quality of the work performed by Contractor?                                              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 4. Did Contractor anticipate your needs and provide value-added services beyond the scope/requirements of the Contract? | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Comments: \_\_\_\_\_

**Section 2: Renewal**

☒ No, we wish not to renew. Please close Contract.

☐ Yes, we wish to renew

The contract has no renewals left. I wish to rebid. please see the attached verified scope of services.

a) Check the appropriate box below

☒ renew per the terms & requirements of original Contract  
☐ renewal to include additional/modified terms & requirements, please contact me for details

Please sign and return this form to: Wanda J. Cooley - Procurement Specialist  
Procurement - Contract Administration

Questions regarding this form should be directed to:

Submitted by:

Dennis T. Aaron  
(Department authorized signature)

Dennis T. Aaron  
(printed name)

Public Works Director  
(title)

4/11/2021  
(date)



**CONTRACT AMENDMENT # 1  
RENEWAL # 1  
REMAINING RENEWALS # 3**

This amendment by and between the Supplier and State Entity defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the State Entity to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

| <b>STATE OF GEORGIA CONTRACT</b>      |                                                |
|---------------------------------------|------------------------------------------------|
| <b>State Entity's Name:</b>           | Department of Administrative Services ("DOAS") |
| <b>Supplier's Full Legal Name:</b>    | CGL Facility Management LLC                    |
| <b>Contract No.:</b>                  | 99999-001-SPD0000154-0001                      |
| <b>Solicitation Title/Event Name:</b> | Facility Maintenance Solution                  |
| <b>Contract Award Date:</b>           | 08/15/2018                                     |
| <b>Current Contract Term:</b>         | 08/15/2018 – 07/14/2021                        |

**WHEREAS**, the Contract is in effect through the Current Contract Term as defined above; and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

| <b>NEW CONTRACT TERM</b>                    |            |
|---------------------------------------------|------------|
| <b>Beginning Date of New Contract Term:</b> | 07/15/2021 |
| <b>End Date of New Contract Term:</b>       | 06/30/2022 |

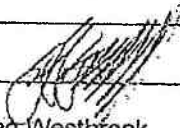
The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

**CONTRACT NUMBER:** 99999-001-SPD0000154-0001

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

**IN WITNESS WHEREOF,** the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

|                                                                 |                                                                                   |
|-----------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>Contractor's Full Legal Name:<br/>(PLEASE TYPE OR PRINT)</b> | CGL Facility Management, LLC                                                      |
| <b>Authorized Signature:</b>                                    |  |
| <b>Printed Name and Title of Person<br/>Signing:</b>            | Greg Westbrook<br>President                                                       |
| <b>Date:</b>                                                    | 6/21/21                                                                           |
| <b>Company Address:</b>                                         | 1903 Phoenix Blvd, Suite 250<br>Atlanta, GA 30349                                 |

**STATE ENTITY**

|                                                      |                                                                                    |
|------------------------------------------------------|------------------------------------------------------------------------------------|
| <b>Authorized Signature:</b>                         | <i>Lisa Eason</i>                                                                  |
| <b>Printed Name and Title of Person<br/>Signing:</b> | Lisa Eason<br>Deputy Commission -- State Purchasing                                |
| <b>Date:</b>                                         | 6/30/2021                                                                          |
| <b>Company Address:</b>                              | 200 Piedmont Avenue, S.E.<br>Suite 1308, West Tower<br>Atlanta, Georgia 30334-9010 |

## Statewide Information Sheet

|                                                           |                                |                              |                            |
|-----------------------------------------------------------|--------------------------------|------------------------------|----------------------------|
| <b>Statewide Contract Number</b>                          | 99999-001-SPD0000154-0001      | <b>NIGP Code</b>             | 91001, 91060, 93625, 94155 |
| <b>Name of Contract</b>                                   | Facility Maintenance Solutions |                              |                            |
| <b>Effective Date</b>                                     | August 15, 2018                | <b>Expiration Date</b>       | July 14, 2021              |
| <b>Contract Table of Contents</b>                         |                                |                              |                            |
| <b>Suppliers Awarded</b>                                  | 1                              | <b>Contract Information:</b> | Convenience Contract       |
| <b>Contract Information for Supplier</b>                  |                                |                              | <b>Page Number</b>         |
| <u>CGL Facility Management LLC</u>                        |                                |                              | 2                          |
| <b>Additional Contract Information</b>                    |                                |                              |                            |
| <u>Contract Renewals/ Extensions/ Changes</u>             |                                |                              | 3                          |
| <u>General Contract Information/Ordering Instructions</u> |                                |                              | 4                          |
| <u>Scope of Services</u>                                  |                                |                              | 5                          |
| <u>Rates for Technicians and Materials</u>                |                                |                              | 6                          |
| <u>DOAS Contact Information</u>                           |                                |                              | 7                          |

**Vendor Name: CGL Facility Management, LLC**

| <b>Contract Information</b>                                                                                                                                                                                                    |                                                      |                                       |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------|--------|
| <b>Statewide Contract Number</b>                                                                                                                                                                                               |                                                      | <b>Facility Maintenance Solutions</b> |        |
| <b>Contract Name</b>                                                                                                                                                                                                           |                                                      | <b>99999-001- SPD0000154-0001</b>     |        |
| <b>PeopleSoft Vendor Number</b>                                                                                                                                                                                                | 0000176490                                           | <b>Location Code</b>                  | 000001 |
| <b>Vendor Name &amp; Address</b>                                                                                                                                                                                               |                                                      |                                       |        |
| CGL Facility Management, LLC<br>1903 Phoenix Blvd, Suite 250<br>Atlanta, GA 30349<br><br>TIN: 26-795410                                                                                                                        |                                                      |                                       |        |
| <b>Contract Administrator</b>                                                                                                                                                                                                  |                                                      |                                       |        |
| Name: Greg Westbrook<br>Telephone: 678-381-6583<br>Email: gwestbrook@cglcompanies.com<br><br>Web Links<br><a href="http://cglcompanies.com">cglcompanies.com</a><br><a href="http://cglgastatewide.com">cglgastatewide.com</a> |                                                      |                                       |        |
| <b>Contract Details</b>                                                                                                                                                                                                        |                                                      |                                       |        |
| <b>1. Orders to be mailed to</b>                                                                                                                                                                                               | See Contract Ordering Instructions                   |                                       |        |
| <b>2. Payments to be mailed to</b>                                                                                                                                                                                             | 1903 Phoenix Blvd,<br>Suite 250<br>Atlanta, GA 30349 |                                       |        |
| <b>3. Shipping Information</b>                                                                                                                                                                                                 | NA                                                   |                                       |        |
| <b>4. Discounts</b>                                                                                                                                                                                                            | NA                                                   |                                       |        |
| <b>5. Payment Terms</b>                                                                                                                                                                                                        | Net 30 Days                                          |                                       |        |
| <b>6. Acceptable Payment method</b>                                                                                                                                                                                            | Purchase Order                                       |                                       |        |

## **Contract Renewals/Extensions/Amendments**



## **Contract Ordering Instructions**

Step 1: Agency should contact CGL to schedule a site visit.

Step 2: CGL will engage with Agency personnel to perform walkthroughs of facilities and obtain the required information from which to develop solution and a cost proposal. Typical information obtained during the site visits starts with an understanding of the desired services such as HVAC, plumbing, electrical, fire life safety equipment, elevators, pest control, landscaping, etc. Once this is understood, specific information will be obtained through request or during a visual inspection on the walkthrough.

Step 3: Within 7 to 14 days after completion of the site assessment visit, CGL will prepare and submit a fixed priced cost proposal using the information obtained during the site visit. The cost proposal will include cost for Facility Management, all Preventive/Scheduled Maintenance and resident staff that will be available to perform Corrective/Unscheduled Maintenance per the terms of the statewide contract. If a Computerized Maintenance Management System implementation is desired, a onetime start-up cost will be presented for this system.

Step 4: The Agency will reach final agreement on cost, terms, timeframe of any transition period and any other additional Agency Terms and Conditions through negotiations with CGL.

Step 5: Agency will submit a Purchase Order/Contract to CGL based on the agreed upon terms and conditions as a result of negotiations. CGL will create the Amendment documentation for the Statewide Contract and submit to the Agency for signature.

## **Scope of Services**

This is the State-Wide Contract (SWC) for preventive and corrective maintenance services to state agencies and other eligible contract users. Any contract established pursuant to this solicitation shall be for the convenience of state agencies, the University System of Georgia, city and county governments and local school systems and shall not be considered a mandatory source for such services. CGL Facility Management LLC is the supplier for this contract. For more details, see the contract details/attachments. This is a non-catalog form contract.

For the full Scope of Services, click link below:

**[Statewide Contract Scope of Services](#)**

### Rates for Technicians and Materials

| Category: Corrective/Unscheduled Maintenance                                |                                      |                 |            |
|-----------------------------------------------------------------------------|--------------------------------------|-----------------|------------|
| SubCategory: Corrective/Unscheduled Maintenance - Normal Duty Hours         |                                      |                 |            |
| Line Item                                                                   | Maintenance Labor Category           | Unit of Measure | Unit Price |
| 1                                                                           | Chief Engineer                       | Hour            | \$72.00    |
| 2                                                                           | HVAC Technician                      | Hour            | \$93.50    |
| 3                                                                           | Electrical Technician                | Hour            | \$60.00    |
| 4                                                                           | Electronics Technician               | Hour            | \$90.61    |
| 5                                                                           | Fire Alarm Technician                | Hour            | \$90.61    |
| 6                                                                           | Plumbing Technician                  | Hour            | \$89.50    |
| 7                                                                           | General Maintenance Tradesman        | Hour            | \$39.95    |
| 8                                                                           | Generator Technician                 | Hour            | \$95.00    |
| 9                                                                           | Locksmith - Electronic               | Hour            | \$90.61    |
| 10                                                                          | Locksmith - Mechanical               | Hour            | \$60.00    |
| 11                                                                          | Welder                               | Hour            | \$62.00    |
| 12                                                                          | Fencing Technician                   | Hour            | \$65.00    |
| 13                                                                          | Specialty Kitchen Equipment          | Hour            | \$95.00    |
| 14                                                                          | Groundskeeper/Landscaper             | Hour            | \$32.00    |
| SubCategory: Corrective/Unscheduled Maintenance - After Hours and Emergency |                                      |                 |            |
| Line Item                                                                   | Maintenance Labor Category           | Unit of Measure | Unit Price |
| 15                                                                          | Chief Engineer                       | Hour            | \$108.00   |
| 16                                                                          | HVAC Technician                      | Hour            | \$140.25   |
| 17                                                                          | Electrical Technician                | Hour            | \$90.00    |
| 18                                                                          | Electronics Technician               | Hour            | \$135.92   |
| 19                                                                          | Fire Alarm Technician                | Hour            | \$135.92   |
| 20                                                                          | Plumbing Technician                  | Hour            | \$134.25   |
| 21                                                                          | General Maintenance Tradesman        | Hour            | \$59.93    |
| 22                                                                          | Generator Technician                 | Hour            | \$142.50   |
| 23                                                                          | Locksmith - Electronic               | Hour            | \$135.92   |
| 24                                                                          | Locksmith - Mechanical               | Hour            | \$90.00    |
| 25                                                                          | Welder                               | Hour            | \$93.00    |
| 26                                                                          | Fencing Technician                   | Hour            | \$97.50    |
| 27                                                                          | Specialty Kitchen Equipment          | Hour            | \$142.50   |
| 28                                                                          | Groundskeeper/Landscaper             | Hour            | \$48.00    |
| SubCategory: Materials                                                      |                                      |                 |            |
| Line Item                                                                   | Description of Supply/Service        | Unit of Measure | Markup (%) |
| 29                                                                          | Corrective Maintenance Material Cost | Dollar          | 9.6%       |

## **DOAS Contact Information**

**Mrs. Bennetta Daniels**

Contract Management Specialist

Bennetta.daniels@doas.ga.gov

404-656-1786

For Team Georgia Marketplace question(s)

**Procurement Help Desk**

Telephone: (404) 657-6000

Fax: (404) 657-8444

Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)

[Back to Results](#)

1 of 1 Results < >

**99999-001-SPD0000154-0...**  
Facility Maintenance Solution

### Contract Summary

Type: Convenience Statewide Contract  
Supplier: CGL FACILITY MANAGE.  
Dates: 8/15/2018 - 7/14/2022  
Version: Renewal 0

Total Contract Value (TCV)  
TCV: -

> My Lifetime Spend (USD)  
> Lifetime Member Spend (USD)

Summary

### Contract Information

Contract Name \* Facility Maintenance Solution  
Contract Type \* Convenience Statewide Contract  
Supplier Name CGL FACILITY MANAGEMENT LLC  
Summary [View Summary](#)

### Contract Dates

Begin Date 8/15/2018 12:00 AM EDT  
Expire Date 7/14/2022 11:59 PM EDT

### Contract Managers

Bennetta Daniels  
bennetta.daniels@dnas.ga.gov  
+1 404-656-1786

### Purchasing Information

Purchasing Instructions \* Authorized Users should contact CGL to setup a site visit. CGL will work with the agency to obtain the required information from which to develop solution and a cost proposal. Within 7 to 14 days after completion of the site assessment visit CGL will prepare and submit a fixed price cost proposal using the information obtained from the Authorized User or visually during the site visit. The Authorized User will reach final agreement on cost terms, any other additional Agency Terms and Conditions through negotiations with CGL.

Related Contract(s) -

### Attachments

| Display Order | Attachment                                                          | Date Uploaded         |
|---------------|---------------------------------------------------------------------|-----------------------|
| 1             | <a href="#">Facility Maintenance SWC Information Sheet FY19.pdf</a> | 4/3/2019 10:23:44 AM  |
| 2             | <a href="#">Benefit.pdf</a>                                         | 8/22/2018 11:35:19 AM |
| 3             | <a href="#">NCP Codes - Facility Maintenance.pdf</a>                | 8/22/2018 11:35:34 AM |



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

February 14, 2022

### 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

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Operation Repair/Maintenance and Construction—Site Engineering in the annual amount of \$255,000.00.

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 2020-0026) with Site Engineering, Inc. for on-call water & sewer emergency & operational repair/maintenance and construction services to an annual amount of \$255,000.00 as approved in the FY2022 Stormwater budget. The account number is 510-42500-542515 (Stormwater Repair).

SIGNATURES:

CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT **\$255,000.00**

ATTACHMENTS:

☐

STATE OF GEORGIA  
HENRY COUNTY  
CITY OF STOCKBRIDGE

RESOLUTION NO. R21-1281

**A RESOLUTION TO AUTHORIZE AWARD OF A CONTRACT FOR  
ON-CALL WATER & SEWER EMERGENCY & OPERATIONAL  
REPAIR/MAINTENANCE AND CONSTRUCTION SERVICES**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City proposes to contract for on-call water & sewer emergency & operational repair/maintenance and construction services; and

WHEREAS, the staff has recommended Site Engineering, Inc. as the preferred vendor;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

**SECTION 1. Approval of Award and Contract.** City Council hereby authorizes the award of a contract to Site Engineering, Inc. pursuant to RFP 2020-0026 for the acquisition of on-call water & sewer emergency & operational repair/maintenance and construction services, for an annual amount of one hundred, fifty-nine thousand, three hundred and ninety dollars, \$159,390.00. The Contract is for one (1) year with an option to renew for four (4), one (1) year periods

**SECTION 2. Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

**SECTION 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

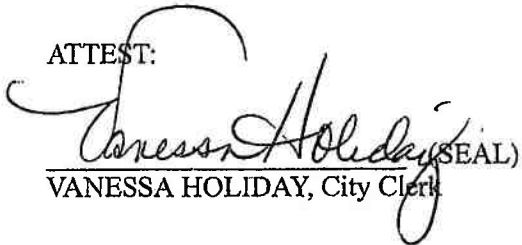
**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO RESOLVED this 12th day of April 2021.

  
ANTHONY S. FORD, Mayor

ATTEST:

  
VANESSA HOLIDAY, City Clerk (SEAL)

APPROVED AS TO FORM:

  
QUINTON G. WASHINGTON, City Attorney





# City of Stockbridge

## Agenda Request Form

### Meeting Date

February 14, 2022

### 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 \$ 1,738,673.68

### FROM ACCOUNT:

|                    |                |
|--------------------|----------------|
| LMIG               | \$281,848.94   |
| Sewer Fund Balance | \$ 89,547.77   |
| General Fund       | \$1,367,276.97 |

PRESENTER: Lindell Y. Miller/Decius Aaron

ITEM/PROJECT/EVENT: Invitation To Bid (ITB) 2021-0015, City of Stockbridge 2022 LMIG Program

### BACKGROUND INFORMATION:

The Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, Blount Construction Company, Inc, Invitation To Bid (ITB) Number 2021-0015, for the City of Stockbridge 2022 LMIG Program Road and Resurfacing, in the total amount of \$1,738,673.68.

**STAFF RECOMMENDATION:**

The Procurement Division is requesting approval to award a fixed contract to the lowest responsive, responsible bidder, Blount Construction Company, Inc, Invitation To Bid (ITB) Number 2021-0015, for the City of Stockbridge 2022 LMIG Program Road and Resurfacing, in the total amount of \$1,738,673.68.

The Procurement Division solicited Invitation To Bid (ITB) Number 2021-0015, for the City of Stockbridge, 2022 LMIG 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 work consists of leveling, milling, patching, and resurfacing approximately 5.05 miles of road and the WWTP parking lot. The WWTP parking lot was included on the FY2022 LMIG to take advantage of economy of scale and the project will be paid for from the Sewer Fund balance.

The bid opened on January 6, 2022; Seven contractors responded to the solicitation; Onsite Paving, Sealcoating & Maint, Inc; East Coast Grading, Inc; Blount Construction Company, Inc; C.W. Mathews Contracting, Inc; E.R. Snell Contractor, Inc; Stewart Bros, 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 the following:

|                                                            |                       |
|------------------------------------------------------------|-----------------------|
| • <b>LMIG</b>                                              | \$281,848.94          |
| • <b>Sewer Fund Balance (WWTP Parking Lot Resurfacing)</b> | \$89,547.77           |
| • <b>General Fund</b>                                      | \$1,367,276.97        |
| <b>Total</b>                                               | <b>\$1,738,673.68</b> |

**APPROVED BY:**

|               |     |    |                  |
|---------------|-----|----|------------------|
| LEGAL:        | YES | NO | or N/A Sign_____ |
| PROCUREMENT   | YES | NO | or N/A Sign ____ |
| FINANCE DEPT: | YES | NO | or N/A Sign_____ |
| CITY MANAGER: | YES | NO | or N/A Sign_____ |



**BID TABULATION**  
**CITY OF STOCKBRIDGE, GEORGIA**  
**2022 LMIG PROGRAM - ITB NO: 2021-0015**  
**JANUARY 6, 2022 - 3:00 PM**

| ITEM NO.     | Estimated Quantity | UNITS | DESCRIPTION                                                                                                                                                                                                                                                                                    | BCOUNT CONSTRUCTION COMPANY, INC.<br>1730 SANDS PLACE<br>MARIETTA, GA 30067 |                        | E.K. SNELL CONTRACTOR, INC.<br>1785 OAK RD.<br>SNELLVILLE, GA 30078 |                        | MAGNUM PAVING, LLC<br>140 BAKER INDUSTRIAL CT.<br>VILLA RICA, GA 30180 |                        | C.W. MATTHEWS CONTRACTING CO., INC.<br>1600 KENVIEW DR.<br>MARIETTA, GA 30060 |                        | ONSITE PAVING, SEALCOATING & MAINT., INC.<br>P.O. BOX 1149<br>MCDONOUGH, GA 30253 |                        | STEWART BROS. INC.<br>2480 PLEASANTDALE RD.<br>DORAVILLE, GA 30340 |                        | HEH PAVING, INC.<br>3384 ALAMOND RD.<br>ATLANTA, GA 30316 |                        |
|--------------|--------------------|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------|------------------------|------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------|------------------------|-----------------------------------------------------------|------------------------|
|              |                    |       |                                                                                                                                                                                                                                                                                                | 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 INSURANCE                                                                                                                                                                                                                                                              | \$ 72,466.98                                                                | \$ 72,466.98           | \$ 109,900.00                                                       | \$ 109,900.00          | \$ 80,000.00                                                           | \$ 80,000.00           | \$ 137,931.32                                                                 | \$ 137,931.32          | \$ 55,000.00                                                                      | \$ 55,000.00           | \$ 214,500.00                                                      | \$ 214,500.00          | \$ 4,662.90                                               | \$ 4,662.90            |
| 2            | 58,000             | L.F.  | 6" WIDE EDGE MILLING, 1'10" - 2'10" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0' (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS)                                                                                                                                                | \$ 2.23                                                                     | \$ 129,340.00          | \$ 3.26                                                             | \$ 190,240.00          | \$ 3.05                                                                | \$ 176,900.00          | \$ 2.84                                                                       | \$ 164,720.00          | \$ 2.65                                                                           | \$ 153,700.00          | \$ 3.36                                                            | \$ 194,880.00          | \$ 2.40                                                   | \$ 139,200.00          |
| 3            | 1,800              | L.F.  | SAFECUT EDGE OF PAVEMENT AND DISPOSE                                                                                                                                                                                                                                                           | \$ 6.76                                                                     | \$ 12,168.00           | \$ 2.62                                                             | \$ 4,716.00            | \$ 5.00                                                                | \$ 9,000.00            | \$ 2.45                                                                       | \$ 4,410.00            | \$ 6.00                                                                           | \$ 10,800.00           | \$ 6.70                                                            | \$ 12,060.00           | \$ 58.29                                                  | \$ 104,922.00          |
| 4            | 25                 | L.F.  | 15" RCP CLASS III STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                                                                                                                                                                          | \$ 321.35                                                                   | \$ 8,033.75            | \$ 205.97                                                           | \$ 5,149.25            | \$ 125.00                                                              | \$ 3,125.00            | \$ 208.43                                                                     | \$ 5,210.75            | \$ 100.00                                                                         | \$ 2,500.00            | \$ 68.00                                                           | \$ 1,700.00            | \$ 90.93                                                  | \$ 2,273.25            |
| 5            | 2                  | EA.   | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                                                                                                                                                                            | \$ 2,087.80                                                                 | \$ 4,175.60            | \$ 2,507.92                                                         | \$ 5,015.84            | \$ 1,500.00                                                            | \$ 3,000.00            | \$ 1,213.28                                                                   | \$ 2,426.56            | \$ 2,800.00                                                                       | \$ 5,600.00            | \$ 2,300.00                                                        | \$ 4,600.00            | \$ 2,564.60                                               | \$ 5,129.20            |
| 6            | 235                | TON   | CDOT C&B BASE 3" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                                                                                                                                                                                  | \$ 77.73                                                                    | \$ 18,266.55           | \$ 118.00                                                           | \$ 27,730.00           | \$ 50.00                                                               | \$ 11,750.00           | \$ 123.03                                                                     | \$ 28,912.05           | \$ 45.00                                                                          | \$ 10,575.00           | \$ 155.90                                                          | \$ 36,636.50           | \$ 101.91                                                 | \$ 23,946.95           |
| 7            | 1                  | L.S.  | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20" WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA.                                                                          | \$ 4,970.15                                                                 | \$ 4,970.15            | \$ 4,500.00                                                         | \$ 4,500.00            | \$ 5,000.00                                                            | \$ 5,000.00            | \$ 2,400.00                                                                   | \$ 2,400.00            | \$ 5,000.00                                                                       | \$ 5,000.00            | \$ 5,700.00                                                        | \$ 5,700.00            | \$ 1,398.87                                               | \$ 1,398.87            |
| 8            | 240                | GAL   | CDOT BITUMINOUS PRIME COAT @ 0.25 GAL/SY                                                                                                                                                                                                                                                       | \$ 14.57                                                                    | \$ 3,496.80            | \$ 5.06                                                             | \$ 1,214.40            | \$ 10.00                                                               | \$ 2,400.00            | \$ 19.73                                                                      | \$ 4,735.20            | \$ 7.00                                                                           | \$ 1,680.00            | \$ 7.70                                                            | \$ 1,848.00            | \$ 4.65                                                   | \$ 1,116.00            |
| 9            | 80                 | TON   | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                                                                        | \$ 186.43                                                                   | \$ 14,914.40           | \$ 118.00                                                           | \$ 9,440.00            | \$ 198.00                                                              | \$ 15,840.00           | \$ 111.66                                                                     | \$ 8,932.80            | \$ 126.95                                                                         | \$ 10,156.00           | \$ 174.20                                                          | \$ 13,936.00           | \$ 193.73                                                 | \$ 15,498.40           |
| 10           | 360                | TON   | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                                                                     | \$ 146.31                                                                   | \$ 51,208.50           | \$ 258.39                                                           | \$ 90,436.50           | \$ 198.00                                                              | \$ 69,300.00           | \$ 204.29                                                                     | \$ 71,501.50           | \$ 116.65                                                                         | \$ 40,827.50           | \$ 273.80                                                          | \$ 95,830.00           | \$ 135.06                                                 | \$ 47,271.00           |
| 11           | 4,500              | TON   | 4" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                                                                                           | \$ 108.85                                                                   | \$ 489,825.00          | \$ 116.30                                                           | \$ 523,350.00          | \$ 126.10                                                              | \$ 567,450.00          | \$ 119.51                                                                     | \$ 537,795.00          | \$ 132.45                                                                         | \$ 596,025.00          | \$ 140.40                                                          | \$ 631,800.00          | \$ 153.33                                                 | \$ 689,985.00          |
| 12           | 7,300              | TON   | 11.5" RECYCLED ASPHALTIC CONC. 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                                                                            | \$ 92.38                                                                    | \$ 674,374.00          | \$ 88.69                                                            | \$ 647,437.00          | \$ 107.65                                                              | \$ 785,845.00          | \$ 95.85                                                                      | \$ 699,705.00          | \$ 117.00                                                                         | \$ 854,100.00          | \$ 109.60                                                          | \$ 800,080.00          | \$ 121.04                                                 | \$ 883,592.00          |
| 13           | 300                | TON   | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                                                                                           | \$ 104.96                                                                   | \$ 31,488.00           | \$ 145.30                                                           | \$ 43,590.00           | \$ 125.00                                                              | \$ 37,500.00           | \$ 145.59                                                                     | \$ 43,677.00           | \$ 120.59                                                                         | \$ 36,150.00           | \$ 139.65                                                          | \$ 41,895.00           | \$ 126.57                                                 | \$ 37,971.00           |
| 14           | 11,000             | GAL   | BITUMINOUS TACK COAT @ 0.05 GAL/SQ YD.                                                                                                                                                                                                                                                         | \$ 3.00                                                                     | \$ 33,000.00           | \$ 2.41                                                             | \$ 26,510.00           | \$ 3.00                                                                | \$ 33,000.00           | \$ 2.38                                                                       | \$ 26,180.00           | \$ 6.00                                                                           | \$ 66,000.00           | \$ 3.70                                                            | \$ 40,700.00           | \$ 4.65                                                   | \$ 51,150.00           |
| 15           | 87                 | EA.   | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                                                                                               | \$ 283.55                                                                   | \$ 24,668.85           | \$ 518.55                                                           | \$ 45,113.85           | \$ 250.00                                                              | \$ 21,750.00           | \$ 1,187.00                                                                   | \$ 103,269.00          | \$ 150.00                                                                         | \$ 13,050.00           | \$ 265.00                                                          | \$ 23,055.00           | \$ 1,107.44                                               | \$ 96,547.28           |
| 16           | 6                  | EA.   | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                                                                                             | \$ 225.84                                                                   | \$ 1,354.04            | \$ 637.79                                                           | \$ 3,826.74            | \$ 200.00                                                              | \$ 1,200.00            | \$ 774.00                                                                     | \$ 4,644.00            | \$ 150.00                                                                         | \$ 900.00              | \$ 180.00                                                          | \$ 1,080.00            | \$ 553.72                                                 | \$ 3,322.32            |
| 17           | 60                 | L.F.  | CDOT THERMOPLASTIC CROSSWALK STRIPING 7" WIDE WHITE                                                                                                                                                                                                                                            | \$ 32.10                                                                    | \$ 1,926.00            | \$ 32.68                                                            | \$ 1,960.80            | \$ 35.00                                                               | \$ 2,100.00            | \$ 30.00                                                                      | \$ 1,800.00            | \$ 12.00                                                                          | \$ 720.00              | \$ 33.00                                                           | \$ 1,980.00            | \$ 15.28                                                  | \$ 916.80              |
| 18           | 600                | L.F.  | CDOT THERMOPLASTIC STOP BAR 24" WIDE WHITE                                                                                                                                                                                                                                                     | \$ 12.94                                                                    | \$ 7,764.00            | \$ 13.07                                                            | \$ 7,842.00            | \$ 13.25                                                               | \$ 7,950.00            | \$ 12.00                                                                      | \$ 7,200.00            | \$ 10.00                                                                          | \$ 6,000.00            | \$ 13.50                                                           | \$ 8,100.00            | \$ 6.99                                                   | \$ 4,194.00            |
| 19           | 20,000             | L.F.  | CDOT THERMOPLASTIC SOLID CENTERLINE 8" WIDE YELLOW                                                                                                                                                                                                                                             | \$ 0.80                                                                     | \$ 16,000.00           | \$ 0.82                                                             | \$ 16,400.00           | \$ 0.85                                                                | \$ 17,000.00           | \$ 0.75                                                                       | \$ 15,000.00           | \$ 1.10                                                                           | \$ 22,000.00           | \$ 0.85                                                            | \$ 17,000.00           | \$ 1.22                                                   | \$ 24,400.00           |
| 20           | 7,000              | L.F.  | CDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE YELLOW                                                                                                                                                                                                                                             | \$ 3.75                                                                     | \$ 26,250.00           | \$ 3.81                                                             | \$ 26,670.00           | \$ 3.85                                                                | \$ 26,950.00           | \$ 3.50                                                                       | \$ 24,500.00           | \$ 2.75                                                                           | \$ 19,250.00           | \$ 3.80                                                            | \$ 26,600.00           | \$ 3.21                                                   | \$ 22,470.00           |
| 21           | 3,500              | L.F.  | CDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE WHITE                                                                                                                                                                                                                                              | \$ 3.75                                                                     | \$ 13,125.00           | \$ 3.81                                                             | \$ 13,335.00           | \$ 3.85                                                                | \$ 13,475.00           | \$ 3.50                                                                       | \$ 12,250.00           | \$ 2.75                                                                           | \$ 9,625.00            | \$ 3.80                                                            | \$ 13,300.00           | \$ 3.32                                                   | \$ 11,620.00           |
| 22           | 10                 | EA.   | CDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                                                                | \$ 107.00                                                                   | \$ 1,070.00            | \$ 108.93                                                           | \$ 1,089.30            | \$ 110.00                                                              | \$ 1,100.00            | \$ 100.00                                                                     | \$ 1,000.00            | \$ 125.00                                                                         | \$ 1,250.00            | \$ 110.00                                                          | \$ 1,100.00            | \$ 139.89                                                 | \$ 1,398.90            |
| 23           | 10                 | EA.   | CDOT THERMOPLASTIC SOLID WHITE LEFT TURN ARROW                                                                                                                                                                                                                                                 | \$ 107.00                                                                   | \$ 1,070.00            | \$ 108.93                                                           | \$ 1,089.30            | \$ 110.00                                                              | \$ 1,100.00            | \$ 100.00                                                                     | \$ 1,000.00            | \$ 125.00                                                                         | \$ 1,250.00            | \$ 110.00                                                          | \$ 1,100.00            | \$ 139.89                                                 | \$ 1,398.90            |
| 24           | 10                 | EA.   | CDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                                                                | \$ 107.00                                                                   | \$ 1,070.00            | \$ 108.93                                                           | \$ 1,089.30            | \$ 110.00                                                              | \$ 1,100.00            | \$ 100.00                                                                     | \$ 1,000.00            | \$ 125.00                                                                         | \$ 1,250.00            | \$ 110.00                                                          | \$ 1,100.00            | \$ 139.89                                                 | \$ 1,398.90            |
| 25           | 1                  | EA.   | CDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL, BLUE                                                                                                                                                                                                                                                 | \$ 374.50                                                                   | \$ 374.50              | \$ 381.27                                                           | \$ 381.27              | \$ 385.00                                                              | \$ 385.00              | \$ 350.00                                                                     | \$ 350.00              | \$ 500.00                                                                         | \$ 500.00              | \$ 380.00                                                          | \$ 380.00              | \$ 1,165.73                                               | \$ 1,165.73            |
| 26           | 400                | L.F.  | CDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE BLUE                                                                                                                                                                                                                                               | \$ 8.03                                                                     | \$ 3,212.00            | \$ 8.17                                                             | \$ 3,268.00            | \$ 8.25                                                                | \$ 3,300.00            | \$ 7.50                                                                       | \$ 3,000.00            | \$ 6.00                                                                           | \$ 2,400.00            | \$ 8.25                                                            | \$ 3,300.00            | \$ 37.30                                                  | \$ 14,900.00           |
| 27           | 1                  | EA.   | CDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                                                                   | \$ 856.00                                                                   | \$ 856.00              | \$ 869.36                                                           | \$ 869.36              | \$ 860.00                                                              | \$ 860.00              | \$ 800.00                                                                     | \$ 800.00              | \$ 200.00                                                                         | \$ 200.00              | \$ 415.00                                                          | \$ 415.00              | \$ 320.57                                                 | \$ 320.57              |
| 28           | 15,000             | L.F.  | CDOT THERMOPLASTIC SOLID LANE EDGE STRIPING 8" WIDE WHITE                                                                                                                                                                                                                                      | \$ 0.80                                                                     | \$ 12,000.00           | \$ 0.82                                                             | \$ 12,300.00           | \$ 0.85                                                                | \$ 12,750.00           | \$ 0.75                                                                       | \$ 11,250.00           | \$ 1.10                                                                           | \$ 16,500.00           | \$ 0.85                                                            | \$ 12,750.00           | \$ 1.16                                                   | \$ 17,400.00           |
| 29           | 5,000              | L.F.  | CDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING 5" WIDE WHITE                                                                                                                                                                                                                                    | \$ 0.59                                                                     | \$ 2,950.00            | \$ 0.60                                                             | \$ 3,000.00            | \$ 0.65                                                                | \$ 4,250.00            | \$ 0.55                                                                       | \$ 2,750.00            | \$ 1.10                                                                           | \$ 5,500.00            | \$ 0.65                                                            | \$ 3,250.00            | \$ 1.11                                                   | \$ 5,550.00            |
| 30           | 1,500              | L.F.  | COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4" WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING                                                                                                                                                                                         | \$ 16.93                                                                    | \$ 25,395.00           | \$ 8.08                                                             | \$ 12,120.00           | \$ 10.00                                                               | \$ 15,000.00           | \$ 7.89                                                                       | \$ 11,835.00           | \$ 25.00                                                                          | \$ 37,500.00           | \$ 5.97                                                            | \$ 8,955.00            | \$ 3.56                                                   | \$ 5,340.00            |
| 31           | 2                  | EA.   | REMOVE EXISTING TRAFFIC SPEED BUMP W/ REFLECTORS, MINIMUM 19" LONG RECYCLED SOLID RUBBER SPEED BUMP W/ REFLECTORS, MINIMUM 19" LONG CONTINUOUS W/ END CAPS (BLACK/YELLOW) INSTALLED IN ACCORDANCE WITH MANUFACTURERS STANDARDS, PER "UNIMAT TRAFFIC" REFERENCE NO. 8001 OR APPROVED EQUIVALENT | \$ 957.24                                                                   | \$ 1,914.48            | \$ 4,367.45                                                         | \$ 8,734.90            | \$ 1,000.00                                                            | \$ 2,000.00            | \$ 1,065.91                                                                   | \$ 2,131.82            | \$ 1,000.00                                                                       | \$ 2,000.00            | \$ 1,150.00                                                        | \$ 2,300.00            | \$ 2,217.85                                               | \$ 4,435.70            |
| 32           | 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           |
| <b>TOTAL</b> |                    |       |                                                                                                                                                                                                                                                                                                |                                                                             | <b>\$ 1,738,673.68</b> |                                                                     | <b>\$ 1,897,919.81</b> |                                                                        | <b>\$ 1,981,870.00</b> |                                                                               | <b>\$ 1,992,017.00</b> |                                                                                   | <b>\$ 2,038,098.50</b> |                                                                    | <b>\$ 2,271,639.59</b> |                                                           | <b>\$ 2,273,699.87</b> |

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

**GC COPY**



**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**2022 LMIG PROGRAM  
ITB NO: 2021-0015**



\*ENGINEERING \* LAND PLANNING \* SURVEYING \*  
\*CONSTRUCTION MANAGEMENT \* LANDSCAPE ARCHITECTURE\*  
WWW.FDCALC.COM

**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

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# **CITY OF STOCKBRIDGE SPECIFICATIONS AND CONTRACT DOCUMENTS 2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

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**END**

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**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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and the Georgia Municipal Association

## SECTION I

<https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will oversee all bidding for this project.

- B. *Plan Holders List* - The project Contract Documents are available completely online as listed above and therefore a Plan Holders List will not be maintained for this project. The City of Stockbridge's Procurement Department will oversee all bidding for this project.
- C. *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 – 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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) 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 oversee all bidding for this project.
  - B. All potential Bidders are solely responsible for assuring they have all required bid documents including any Addendums that are issued prior to bidding.
  - C. All bid documents will be posted online at the sites shown in Article 2 – A.
- 2.02 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.
- 2.03 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 3 – QUALIFICATIONS OF BIDDERS AND PROJECT REQUIREMENTS

- 3.01 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 Georgia Department of Transportation Prequalification Certificate for roadway construction.



## **SECTION I**

### **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

#### **4.01   *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.

#### **4.02   *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.

#### **4.03   *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.

**4.04** 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

## **SECTION I**

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.

- 4.05 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;
  - 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.

## SECTION I

4.06 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 5 – NON-MANDATORY PRE-BID CONFERENCE

- 5.01 A Non-Mandatory Prebid Conference will be held online at **10:00 AM EST on Thursday, November 18, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is recommended.
- 5.02 Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting Public Bid Openings and Mandatory Prebid meetings 100% online!
- 5.03 To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** and click **Join Meeting**.

### ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 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 7 – INTERPRETATIONS AND ADDENDA

- 7.01 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 City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at **[ProcurementDivision@cityofstockbridge-ga.gov](mailto:ProcurementDivision@cityofstockbridge-ga.gov)**, **Reference: “LMIG 2022 PROGRAM – ITB#2021-0015”**. 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 EST on Friday, December 3, 2021** - **Reference: “LMIG 2022 PROGRAM – ITB#2021-0015”** may

## **SECTION I**

not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 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 8 – BID SECURITY**

- 8.01 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.
- 8.02 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.
- 8.03 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 9 – CONTRACT TIMES**

- 9.01 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 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in Section VIII – Form of Agreement.

## **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

## **SECTION I**

- 11.01 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 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 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 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.
- 12.02 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.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 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.

## **SECTION I**

- 13.03 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 be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 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.
- 13.05 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.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 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.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 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 14 – BASIS OF BID; COMPARISON OF BIDS**

### **14.01 *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.

## SECTION I

### 14.02 Allowances

- 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 15 – SUBMITTAL OF BID

- 15.01 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. Georgia Contractor's License No.;
- G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
- H. Contractor Affidavit and Agreement;
- I. Subcontractor Affidavit and Agreement (if known);

- 15.02 A Bid shall be delivered 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.

- 15.03 Bids may be mailed to the City of Stockbridge Procurement Division, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain a tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date **Thursday, December 30, 2021 at 3:00 PM EST**.

- 15.04 **Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City between the hours of 8:00 AM EST to 3:00 PM EST on the following dates:**

- A. **Monday, December 27, 2021 thru Thursday, December 30, 2021**

## SECTION I

- 15.05 The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **"BID ENCLOSED – "LMIG 2022 PROGRAM – ITB#2021-0015"**. All mailed Bids shall be addressed to the **City of Stockbridge; Attention: Purchasing Division, Lindell Y. Miller; 4640 North Henry Boulevard, Stockbridge, GA 30281.**
- 15.06 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 **"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 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 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.
- 16.02 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 17 – OPENING OF BIDS

- 17.01 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, December 30, 2021 at 3:00 EST** 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: **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** and click Join Meeting.

### ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 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 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 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.



## **SECTION I**

- 19.02 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.
- 19.03 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.
- 19.04 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 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.
- 19.05 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.
- 19.06 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 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 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 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required six (6) complete legal 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) complete legal 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 2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**BID ISSUED TO THE PUBLIC: OCTOBER 28 2021**

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "2022 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 5.5 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's **ITB# 2021-0015 "2022 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](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 oversee all bidding for this project.

Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting **Public Bid Openings and Non-Mandatory Prebid meetings 100% online!**

## SECTION II

A **Non-Mandatory Prebid Conference** will be held online at **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** on **Thursday, November 18, 2021 at 10:00 AM EST** via Cisco WebEx. Bidders attendance and participation in the conference is recommended.

For your convenience, this **Public Bid Opening** meeting will be live streamed on **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** on **Thursday, December 30, 2021 at 3:00 PM EST** 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: **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** 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](mailto:ProcurementDivision@cityofstockbridge-ga.gov)** by **Friday, December 3, 2021 at 12:00 PM Noon EST**, Reference: "2022 LMIG PROGRAM - ITB NO: 2021-0015".

Bids may be mailed to the City of Stockbridge Procurement Division, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain a tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**Thursday, December 30, 2021 at 3:00 PM EST**).

Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City between the hours of **8:00 AM EST to 3:00 PM EST** on the following dates:

- **Monday, December 27, 2021 thru Thursday, December 30, 2021**

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**

## SECTION II

Documents, which govern and supersede this Invitation to Bid.

SECTION III

**BID FORM**

**REVISED: ADDENDUM NO.1**



**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**JANUARY 6, 2022 - 3:00 PM EST**

## SECTION III

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## 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>12/09/2021</u>    |
| <u>2</u>            | <u>12/29/2021</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) :

#### LINE ITEM BID FORM

| <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                                                                                                     | \$72,466.06       | \$ 72,466.06       |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$2.23            | \$ 129,340.00      |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                         | \$ 6.76           | \$ 12,168.00       |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                     | \$ 321.35         | \$ 8,033.75        |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$2,087.80        | \$ 4,175.60        |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                               | \$ 77.73          | \$ 18,266.55       |

### SECTION III

|     |                           |      |                                                                                                                                                                                                                       |                    |                      |
|-----|---------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|
| 7.  | 1                         | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ <u>4,970.15</u> | \$ <u>4,970.15</u>   |
| 8.  | 240                       | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ <u>14.57</u>    | \$ <u>3,496.80</u>   |
| 9.  | 80                        | TON  | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                               | \$ <u>186.43</u>   | \$ <u>14,914.40</u>  |
| 10. | 350                       | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ <u>146.31</u>   | \$ <u>51,208.50</u>  |
| 11. | 4500                      | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ <u>108.85</u>   | \$ <u>489,825.00</u> |
| 12. | 7300                      | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ <u>92.38</u>    | \$ <u>674,374.00</u> |
| 13. | 300                       | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ <u>104.96</u>   | \$ <u>31,488.00</u>  |
| 14. | <del>4400</del><br>11,600 | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.                                                                                                                                                                                | \$ <u>3.00</u>     | \$ <u>33,000.00</u>  |
| 15. | 87                        | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ <u>283.55</u>   | \$ <u>24,668.85</u>  |
| 16. | 6                         | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ <u>226.84</u>   | \$ <u>1,361.04</u>   |
| 17. | 60                        | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE                                                                                                                                                                  | \$ <u>32.10</u>    | \$ <u>1,926.00</u>   |
| 18. | 600                       | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ <u>12.84</u>    | \$ <u>7,704.00</u>   |
| 19. | 20000                     | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ <u>0.80</u>     | \$ <u>16,000.00</u>  |

### SECTION III

|     |        |      |                                                                                                                                                                                                                                                      |                  |                     |
|-----|--------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------|
| 20. | 7000   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                                                  | \$ <u>3.75</u>   | \$ <u>26,250.00</u> |
| 21. | 3500   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                   | \$ <u>3.75</u>   | \$ <u>13,125.00</u> |
| 22. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                      | \$ <u>107.00</u> | \$ <u>1,070.00</u>  |
| 23. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW                                                                                                                                                                                                     | \$ <u>107.00</u> | \$ <u>1,070.00</u>  |
| 24. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                      | \$ <u>107.00</u> | \$ <u>1,070.00</u>  |
| 25. | 1      | EA.  | GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE                                                                                                                                                                                                       | \$ <u>374.50</u> | \$ <u>374.50</u>    |
| 26. | 400    | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                    | \$ <u>8.03</u>   | \$ <u>3,212.00</u>  |
| 27. | 1      | EA.  | GDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                         | \$ <u>856.00</u> | \$ <u>856.00</u>    |
| 28. | 15,000 | L.F. | GDOT THERMOPLASTIC SOLID LANE EDGE STRIPING, 5" WIDE WHITE                                                                                                                                                                                           | \$ <u>0.80</u>   | \$ <u>12,000.00</u> |
| 29. | 5,000  | L.F. | GDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING, 5" WIDE WHITE                                                                                                                                                                                         | \$ <u>0.59</u>   | \$ <u>2,950.00</u>  |
| 30. | 1,500  | L.F. | COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING                                                                                                                                               | \$ <u>16.93</u>  | \$ <u>25,395.00</u> |
| 31. | 2      | 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 "UNIMAT TRAFFIC" | \$ <u>957.24</u> | \$ <u>1,914.48</u>  |

### SECTION III

|     |  |      |                                                            |                    |                     |
|-----|--|------|------------------------------------------------------------|--------------------|---------------------|
|     |  |      | REFERENCE NO. 8001, OR<br>APPROVED EQUIVALENT.             |                    |                     |
| 32. |  | L.S. | PROJECT CONTINGENCY<br>ALLOWANCE (FOR USE BY CITY<br>ONLY) | <u>\$50,000.00</u> | \$ <u>50,000.00</u> |

**Total Base Bid in Words:**

one million, seven hundred thirty eight thousand, six hundred seventy three dollars, and  
sixty eight cents. **Dollars**

**In Numbers: \$** 1,738,673.68

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.

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);

### SECTION III

- 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.

### 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): \_\_\_\_\_

SECTION III

A Corporation

Corporation Name: Blount Construction Company, Inc. (SEAL)

State of Incorporation: Georgia  
Type (General Business, Professional, Service, Limited Liability): Corporation

By: [Signature] (Signature -- attach evidence of authority to sign)

Name (typed or printed): David Faust

Title: Vice President

(CORPORATE SEAL)

Attest

[Signature]

Date of Qualification to do business in Georgia is 1 / 2 1956

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:

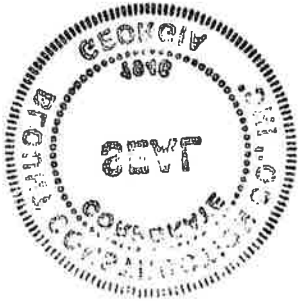
Second Joint Venturer Name:

(SEAL)

By:

(Signature of second joint venture partner -- attach evidence of authority to sign)





### SECTION III

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

SUBMITTED on January 6, 20 22.

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 on behalf of said Corporation by authority of its Board of Directors and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of Georgia.

This 6th day of January, 2022



Bob Cathcart, President



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 Constuction 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 N. Henry Blvd., Stockbridge, Ga 30281

BID

Bid Due Date: 1/06/2022  
Description (Project Name and Include Location):  
**CITY OF STOCKBRIDGE - 2022 LMIG PROGRAM**  
**ITB NO: 2021-0015**

BOND

Bond Number: N/A  
Date (Not earlier than Bid due date): 01/06/2022  
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 Constuction Company, Inc. (Seal)  
Bidder's Name and Corporate Seal

By:

Signature

David Faust  
Print Name  
Vice President

Title

Attest:

Signature

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**

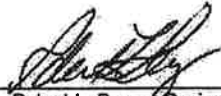
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and 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 6th day of January, 2022



  
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**

SECTION XVII



EXHIBIT II  
**REFERENCE VERIFICATION AND RELEASE FORM**

**SOLICITATION NUMBER: ITB NO.: 2021-0015**

**PROJECT TITLE: STOCKBRIDGE - 2022 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:** Coweta County

**Mailing Address:** 21 East Washington Street

**City/State/Zip Code:** Newnan, GA 30263

**Contact Person Name:** Todd Handley

**Contact Person Title:** Director

**Contract Person Phone No.:** 770-254-3775

**Contract Person Email:** thandley@coweta.ga.us

**Date Work Performed:** December 2020-December 2021

**Brief Description of Work Performed:** FDR, Patching, Milling, Resurfacing, Shoulder Paving/Reconstruction, Grassing



## SECTION XVII

### **REFERENCE NO. 2:**

**Name of Company/Entity:** Forsyth County

**Mailing Address:** 514 West Maple Street, Suite 104

**City/State/Zip Code:** Cumming, GA 30040

**Contact Person Name:** Tim Allen

**Contact Person Title:** Assistant Director of Engineering

**Contract Person Phone No.:** 770-888-8872

**Contract Person Email:** tallen@forsythco.com

**Date Work Performed:** June 2020- April 2021

**Brief Description of Work Performed:** Resurfacing, Patching, Milling, Crack Filling/Sealing  
Striping, Traffic Control

### **REFERENCE NO. 3:**

**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:** January-December 2020

**Brief Description of Work Performed:** Resurfacing, Patching, Crack Filling, Milling, Striping  
Overlaying Existing Road Surface



## SECTION XVII

### REFERENCE NO. 4:

**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:** Construction Management

**Contract Person Phone No.:** 678-382-6854

**Contract Person Email:** David.Ayers@dunwoodyga.gov

**Date Work Performed:** January-October 2020

**Brief Description of Work Performed:** Resurfacing, Patching, Milling, Crack Filling/Sealing  
Striping, Traffic Control

### REFERENCE NO. 5:

**Name of Company/Entity:** City of Milton

**Mailing Address:** 2006 Heritage Walk

**City/State/Zip Code:** Milton, GA 30004

**Contact Person Name:** Matthew Fallstrom

**Contact Person Title:** Project Manager

**Contract Person Phone No.:** 678-242-2558

**Contract Person Email:** Matthew.Fallstrom@cityofmiltonga.us

**Date Work Performed:** June-December 2020

**Brief Description of Work Performed:** Full Depth Reclamation, Milling, Concrete, Grading

## 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:** January 6, 2022



## CONTRACTOR'S CERTIFIED QUALIFICATION STATEMENT

Submitted on behalf of

Blount Construction Company, Inc.  
1730 Sands Place, Marietta, GA 30067  
Phone: 770-541-7333 / Fax: 770-541-7340

The Company is a Georgia corporation. It was incorporated under its present name in 1956, after operating as George C. Blount & Son Inc. for approximately 10 years.

### Organization/Management Structure:

| <u>Name</u>      | <u>Experience</u> | <u>Title</u>                         |
|------------------|-------------------|--------------------------------------|
| Bob Cathcart     | 29 years          | Director & President                 |
| David Faust      | 26 years          | Director & VP Estimating Paving/Base |
| Michael Rogers   | 33 years          | Director & VP EEO/Safety             |
| Keith Stephens   | 38 years          | Director & VP Concrete/Pavement      |
| Richard Williams | 32 years          | Director & VP Operations Manager     |
| Greg Schultz     | 29 years          | Vice President Fleet & Equipment     |
| David Philpott   | 35 years          | Controller                           |
| Shawn England    | 26 years          | Chief Estimator                      |
| Doug Myers       | 29 years          | Superintendent                       |
| Raul Chavarria   | 33 years          | Superintendent                       |
| Heath Lawson     | 25 years          | Superintendent                       |
| Cris Bivins      | 29 years          | Superintendent                       |
| Brad Ketner      | 30 years          | Safety Manager                       |

Blount Construction currently has 170 full time employees, the employees assigned to this project will have extensive experience in all types of work. Blount has been providing service for 70 years. Employees are certified in Traffic control, First Aid, CPR and numerous certifications as required in the industry.

The Company is capable of performing the following work with its own forces:

- Public Works Road Maintenance Crews
- Site Work Contract Management and Supervision
- Clearing, Grubbing, Grading, and Erosion Control
- Storm Drainage and Sanitary Sewer
- Concrete Curb and Paving
- Stone Base and Asphalt Paving
- Soil Cement Base
- Stabilization of Unsuitable Subgrade for Grading or Paving
- In-Place reclaiming of Asphalt Paving

The Company is an approved Contractor by the Georgia Department of Transportation, with a current capacity rating of \$386.3 million.

Cumming Asphalt Plant (770-887-0579)  
911 Canton Hwy, Cumming, GA 30040

Rome Asphalt Plant (706-234-4051)  
3990 Martha Berry Hwy, Rome, GA 30165

Shop & Equipment Yard (770-564-0431)  
5200 Webb Pkwy, Lilburn, GA 30130

**Legal Actions:** Blount Construction Company, Inc. has not had any legal actions on any past or current projects.

**Equipment:** All equipment is owned. Equipment list is attached

**Insurance Agent:** Yates Insurance Agency  
2800 Century Pkwy NE, Suite 300  
Atlanta, GA 30345

David Rawson  
404-633-4321

**CPA:** Smith, Adcock & Company Jeff Woolums  
6120 Powers Ferry Rd., Suite 250 404-252-2208  
Atlanta, Georgia 30339

**Project References:**

City of Dunwoody  
4800 Ashford Dunwoody Road  
Dunwoody, GA 30338  
David Ayers (678-382-6854 / [David.Ayers@dunwoodyga.gov](mailto:David.Ayers@dunwoodyga.gov))  
Milling, Reclamation, Asphalt Paving

City of Milton  
2006 Heritage Walk  
Milton, GA 30004  
Matthew Fallstrom (678-242-2558 / [Matthew.Fallstrom@cityofmiltonga.us](mailto:Matthew.Fallstrom@cityofmiltonga.us))  
Reclamation, Milling Resurfacing

City of Lilburn  
340 Main Street  
Lilburn, GA 30047  
Kathy Hill (770-279-3716 / [khill@cityoflilburn.com](mailto:khill@cityoflilburn.com))

# Current Experience & Previous Experience

| JOB # | NAME                                     | CLIENT NAME                     | CLIENT ADDRESS                          | CITY, ZIP, STATE        | CONTRACT        | COMPLETION     | DESCRIPTION                           |
|-------|------------------------------------------|---------------------------------|-----------------------------------------|-------------------------|-----------------|----------------|---------------------------------------|
| 2562  | Johns Creek-Bulce Rd @ Pinehollow        | City of Johns Creek             | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 8,091.00     | April 2020     | HAS                                   |
| 2566  | United Grading-Love's Truck Stop Madison | United Grading & Excavating     | 199A Fairburn Industrial Blvd,          | Fairburn, GA 30213      | \$ 926,500.00   | April 2020     | Soil Stabilization Concrete           |
| 2573  | Johns Creek-Manhole Repair               | City of Johns Creek             | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 5,698.00     | April 2020     | Concrete                              |
| 2575  | Plateau-Kroger DR                        | Plateau Excavation, Inc.        | 375 Lee Industrial Boulevard,           | Austell, GA 30618       | \$ 794,517.00   | April 2020     | Soil Cement                           |
| 2585  | Johns Creek-Barnwell Manhole#5           | City of Johns Creek             | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 8,419.00     | April 2020     | HAS                                   |
| 2592  | Hillbrook Subdivision                    | City of Johns Creek             | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 20,177.00    | April 2020     | Grading, Storm                        |
| 2594  | Kings Hawaiian-Drain Repair              | King's Hawaiian                 | 5425 Alpha Way                          | Oakwood, GA 30566       | \$ 9,150.00     | June 2020      | Concrete                              |
| 2576  | Precision-Robins AFB 2018                | PRECISION 2000                  | 2215 Lawson Way, Attn: Alberto Gomez    | Atlanta, GA 30341       | \$ 185,434.00   | June 2020      | FDR                                   |
| 2595  | Robinson Paving-Asbury Park Milling-FDR  | Forsyth County                  | 514 West Maple Street, Suite 104        | Cumming, GA 30040       | \$ 238,397.00   | June 2020      | Emergency Storm, Grading              |
| 2602  | Prologis-4004 Tradeport Blvd             | Robinson Paving                 | P.O. Box 12266                          | Columbus, GA 31917      | \$ 782,752.00   | June 2020      | Soil Cement                           |
| 2603  | City Of Milton-511 Harmony Court         | Prologis, LP                    | 3475 Piedmont Rd NE, Suite 650          | Atlanta, GA 30305       | \$ 269,784.00   | June 2020      | FDR and Paving                        |
| 2609  | John's Creek-River Club Dr-Sink Hole     | City of Johns Creek             | 13000 Deerfield Parkway, Suite 107F     | Milton, GA 30004        | \$ 12,832.00    | June 2020      | Concrete                              |
| 2612  | City Of Monroe-East Highland             | City of Monroe                  | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 4,848.00     | June 2020      | HAS                                   |
| 2661  | Sandy Springs-Amaker Green Storm Repair  | City of Sandy Springs           | 15 N Broad Street                       | Monroe, GA 30655        | \$ 12,834.00    | June 2020      | HAS                                   |
| 2565  | Valor Communities-Windor Park S/D        | VALOR COMMUNITIES               | Accts Payable, 1 Galambos Way           | Sandy Springs, GA 30328 | \$ 42,885.00    | August 2020    | Storm                                 |
| 2567  | JE Dunn Construction                     | JE Dunn Construction            | 5409 Cedar Creek Dr.,                   | Bessemer, AL 35022      | \$ 639,611.00   | August 2020    | Full Depth Reclamation/Resurfacing    |
| 2572  | Plateau-River Point 12' Pad Apron Stabil | Plateau Excavation, Inc.        | 800 MT. Vernon Hwy NE, Suite 200        | Atlanta, GA 30328       | \$ 261,490.00   | August 2020    | Storm/Paving/Concrete/Grading         |
| 2589  | Spaldingburg-HAS                         | Spalding County Parks & Public  | 375 Lee Industrial Boulevard,           | Austell, GA 30618       | \$ 815,532.00   | August 2020    | Full Depth Reclamation/Resurfacing    |
| 2597  | Alion Scaccia-Atlanta Humane Society     | Alion Scaccia Enterprises, LLC  | 8601 Dunwoody Place, Bldg 300 Suite 330 | Sandy Springs, GA 30350 | \$ 388,526.00   | August 2020    | HAS                                   |
| 2609  | City Of Sandy Springs-Hammond Park       | City of Sandy Springs           | Accts Payable, 1 Galambos Way           | Sandy Springs, GA 30328 | \$ 464,480.00   | August 2020    | Grading, Storm Drainage and Utilities |
| 2633  | City Of Barnesville-Resurface 2020       | City of Barnesville             | 109 Forsyth St.,                        | Barnesville, GA 30204   | \$ 25,872.00    | August 2020    | Storm/Concrete Resurfacing            |
| 2636  | EW Matthews-Truck Lake Dr                | Town of Matthews                | 232 Matthews Station St.,               | Matthews, NC 28055      | \$ 14,720.00    | August 2020    | HAS                                   |
| 2637  | John's Creek-3455 Old Alabama Road       | City of Johns Creek             | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 4,189.00     | August 2020    | Concrete                              |
| 2641  | Intermodal Logistics Center              | Cyclone Land Development        | 1000 McCallister Road, Suite 200        | Roswell, GA 30076       | \$ 404,850.00   | August 2020    | Soil Stabilization                    |
| 2606  | Heard County-HAS 2020                    | Heard County Commission         | P.O. Box 40                             | Franklin, GA 30217      | \$ 273,573.00   | September 2020 | HAS                                   |
| 2614  | Sandy Springs-1010 Winding Creek Trail   | City of Sandy Springs           | Accts Payable, 1 Galambos Way           | Sandy Springs, GA 30328 | \$ 37,322.60    | September 2020 | Grading, Storms                       |
| 2618  | Cresswind@Lake Lanier-Cresswind@Lake Lan | Cresswind at Lake Lanier        | 3300 Cresswind Marine Drive             | Gainesville, GA 30504   | \$ 139,808.00   | September 2020 | FDR & Resurfacing                     |
| 2672  | Rockdale County-Crack Seal               | Rockdale County - Phibro-AP     | P.O. Box 285,                           | Doraville, GA 30012     | \$ 14,641.00    | September 2020 | Crack Seal                            |
| 2629  | Prologis-Piedmont Court                  | Prologis, LP                    | 3475 Piedmont Rd NE, Suite 650          | Atlanta, GA 30305       | \$ 282,650.00   | September 2020 | Concrete                              |
| 2553  | City of Dunwoody-2020 Resurfacing        | City of Dunwoody                | 41 Peachtree Center East, Suite 250     | Dunwoody, GA 30345      | \$ 3,436,884.00 | October 2020   | Resurfacing                           |
| 2617  | Pittman Construction-Rockdale Co HAS     | Pittman Construction Company    | 1487 Farmer Road                        | Conyers, GA 30519       | \$ 232,363.00   | October 2020   | HAS                                   |
| 2671  | Alto Hall-Lakes Church-Paving for HAS    | Alto Hallness Church            | 891 Congressional Church Rd,            | Alto, GA                | \$ 24,771.00    | October 2020   | HAS                                   |
| 2634  | GDOT-Monroe County SR 83                 | DOT Georgia                     | 600 W Peachtree ST NW, 19th Floor       | Atlanta, GA 30308       | \$ 466,596.00   | October 2020   | Patching                              |
| 2635  | SDOT-Jones County SR 49                  | DOT Georgia                     | 600 W Peachtree ST NW, 19th Floor       | Atlanta, GA 30308       | \$ 212,842.00   | October 2020   | Patching                              |
| 2647  | Johns Creek-11365 Vedrines Dr            | City of Johns Creek             | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 12,376.00    | October 2020   | Concrete                              |
| 2648  | Johns Creek-150 Red Hawk Trail           | City of Johns Creek             | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 12,259.00    | October 2020   | Concrete                              |
| 2650  | Cresswinds-Montgomery Dr-Cresswinds Ent  | Allied Paving Contractors, Inc. | P.O. Box 509                            | Pendergrass, GA 30567   | \$ 4,295.00     | October 2020   | HAS                                   |
| 2651  | Northrup Distribution Center             | Cyclone Land Development        | 1000 McCallister Road, Suite 200        | Roswell, GA 30076       | \$ 70,800.00    | October 2020   | Soil Stabilization                    |
| 2657  | Newton County-Dixie Road                 | Newton County                   | 1113 Usher Street, NE                   | Covington, GA 30014     | \$ 71,209.00    | October 2020   | Crackseal                             |
| 2661  | South Fulton-45 Marcus Way               | City of South Fulton            | 5440 Fulton Industrial Blvd. SW         | Atlanta, GA 30336       | \$ 30,354.00    | October 2020   | Storm Drain                           |
| 2664  | R.B. Baker-Eagle Point Landfill 2020     | R.B. Baker Construction         | 100 Morgan Industrial Blvd              | Garden City, GA 31408   | \$ 48,244.00    | October 2020   | Grading, Storm, Concrete              |
| 2589  | Plateau-6400 Fulton Industrial Blvd      | Kajima Building & Design Group  | 3440 Piedmont Road NE, Suite 900        | Atlanta, GA 30305       | \$ 3,063,230.00 | December 2020  | Soil Stabilization                    |
| 2587  | Coweta Co-2020 FDR & Paving Project      | Coweta County                   | 21 East Washington Street               | Newnan, GA 30263        | \$ 5,762,370.00 | December 2020  | Soil Cement                           |
| 2596  | 2020 Coweta Resurfacing                  | Coweta County                   | 21 East Washington Street               | Newnan, GA 30263        | \$ 1,925,804.00 | December 2020  | Full Depth Reclamation/Resurfacing    |
| 2604  | ALDOT Call 35 Perry Co.CR12              | Alabama DOT                     | 204 Marina Drive                        | Tuscaloosa, AL 35407    | \$ 2,457,501.00 | December 2020  | Full Depth Reclamation/Resurfacing    |
| 2615  | City of Griffin-Milling & Resurfacing    | City of Griffin                 | 100 S. Hill Street,                     | Griffin, GA 30223       | \$ 420,733.00   | December 2020  | Resurfacing                           |
| 2631  | City of Lilburn-Resurfacing              | City of Lilburn                 | 340 Main Street,                        | Lilburn, GA 30047       | \$ 235,304.00   | December 2020  | Resurfacing                           |
| 2592  | F720 City of Milton-Resurfacing          | GW Matthews Contracting         | P.O. Box 970,                           | Marietta, GA 30061      | \$ 1,259,860.00 | December 2020  | Full Depth Reclamation                |
| 2653  | GDOT Maintenance-Haralson & Carroll Co   | DOT Georgia                     | 30 Great Valley Pkwy                    | White, GA 30184         | \$ 189,578.00   | December 2020  | Edge Rut Repair                       |
| 2659  | Johns Creek Concrete Repairs-Lister      | City of Johns Creek             | Public Works, 11360 Lakefield Drive     | Johns Creek, GA 30097   | \$ 570,038.00   | December 2020  | Concrete                              |
| 2662  | Great Southern Wood Milling-FDR Paving   | Great Southern Wood Preserving  | P.O. Box 610                            | Abbeville, AL 36310     | \$ 707,217.00   | December 2020  | Full Depth Reclamation/Resurfacing    |
| 2667  | Sandy Springs-432 Windwood Drive         | City of Sandy Springs           | Accts Payable, 1 Galambos Way           | Sandy Springs, GA 30328 | \$ 48,979.00    | December 2020  | Storm/Concrete                        |
| 2685  | Baldwin Paving-North River Road          | Baldwin Paving Co., Inc.        | 1014 Kennil Dr., NW,                    | Marietta, GA 30060      | \$ 31,365.00    | December 2020  | Resurfacing                           |

|      |                                           |                                |                                     |                         |                 |                |                                    |
|------|-------------------------------------------|--------------------------------|-------------------------------------|-------------------------|-----------------|----------------|------------------------------------|
| 2687 | Plateau-Blug A Bridgeport Pad Soil Cement | Plateau Excavation, Inc.       | 375 Lee Industrial Boulevard,       | Austell, GA 30618       | \$ 469,607.05   | January 2021   | Soil Cement                        |
| 2705 | Plateau-Amazon Of Appling, GA Soil Cement | Plateau Excavation, Inc.       | 375 Lee Industrial Boulevard,       | Austell, GA 30618       | \$ 345,964.75   | March 2021     | Soil Cement                        |
| 2610 | Dawson County-Three Collector Roads       | Dawson County                  | 25 Justice Way, Suite 2223          | Dawsonville, GA 30534   | \$ 4,051,053.00 | April 2021     | FDR and Resurfacing                |
| 2696 | City Of Kennesaw-Street Resurfacing       | City of Kennesaw               | 2529 JO Stephenson Avenue,          | Kennesaw, GA 30144      | \$ 412,889.00   | April 2021     | Resurfacing                        |
| 2660 | City Of Decatur-Resurfacing Project       | City of Decatur                | 2635 Talley Street, PO Box 220      | Decatur, GA 30031       | \$ 856,142.00   | May 2021       | Resurfacing and Concrete           |
| 2676 | City Of Stockbridge-2020 LMIG             | City of Stockbridge            | 4640 North Henry Blvd.              | Stockbridge, GA 30281   | \$ 1,199,263.00 | May 2021       | Milling/Paving                     |
| 2645 | 2020 Resurfacing Project Forsyth          | Forsyth County                 | 514 West Maple Street, Suite 104    | Summing, GA 30040       | \$ 5,621,240.00 | May 2021       | Resurfacing                        |
| 2656 | ER Snell-Columbia Co 2020 LMIG            | ER Snell Contractor            | P.O. Box 306                        | Snellville, GA 30078    | \$ 1,131,842.00 | May 2021       | Resurfacing                        |
| 2683 | JD Logistics-NW 75 Logistics Center       | JD Logistics, LLC              | 1197 Peachtree Street NE, Suite 600 | Atlanta, GA 30361       | \$ 1,844,133.78 | June 2021      | Resurfacing                        |
| 2598 | Cobb Co-Cobb Resurfacing 2020 Local Rd    | Cobb County D.O.T. (1841)      | 1890 County Services Parkway        | Marietta, GA 30008      | \$ 4,822,954.00 | June 2021      | Resurfacing                        |
| 2626 | Sandy Springs-Storm Maintenance           | City of Sandy Springs          | Accts Payable, 1 Galambos Way       | Sandy Springs, GA 30328 | \$ 869,151.00   | June 2021      | Storm Drain Maintenance            |
| 2625 | Sandy Springs Maintenance                 | City of Sandy Springs          | Accts Payable, 1 Galambos Way       | Sandy Springs, GA 30328 | \$ 1,314,930.00 | July 2021      | Grading & Utilities                |
| 2630 | Evergreen Const 240 Barber Rd PearsumMS   | Evergreen Construction         | 3200 Cobb Galleria PKWY, Ste 240    | Atlanta, GA 30339       | \$ 3,019,074.00 | August 2021    | Grading & Utilities                |
| 2644 | Monroe County-2020 Monroe Co LMIG FMP     | Monroe County Board of Comm    | 38 W. Main Street                   | Forsyth, GA 31029       | \$ 1,100,115.00 | August 2021    | Soil Cement                        |
| 2698 | City Of Monroe-Resurface S. Madison Ave   | City of Monroe                 | 16 N Broad Street                   | Monroe, GA 30655        | \$ 356,372.00   | August 2021    | Resurfacing                        |
| 2710 | Lamar Co,AL RRR-LCP-38-03-21 (CR28)       | Lamar County                   | 408 Thomaston Street, Suite E       | Barnesville, GA 30204   | \$ 713,621.00   | August 2021    | Full Depth Reclamation/Resurfacing |
| 2665 | City of Cartersville-2020 Resurfacing     | City of Cartersville           | 380 S. ERWIN ST.                    | Cartersville, GA 30120  | \$ 637,589.00   | September 2021 | Resurfacing                        |
| 2706 | Conlan-Greenwood 75 Bldg Pad              | Conlan Company                 | 1800 Parkway Pl, Suite 1010         | Marietta, GA 30067      | \$ 613,351.35   | November 2021  | Soil Cement                        |
| 2711 | Johns Creek-2021 Road Patching Project    | City of Johns Creek            | Public Works, 11360 Lakefield Drive | Johns Creek, GA 30097   | \$ 585,527.00   | November 2021  | Patching                           |
| 2725 | City Of Sandy Springs-430 Old Creek Rd    | City of Sandy Springs          | Accts Payable, 1 Galambos Way       | Sandy Springs, GA 30328 | \$ 72,244.00    | November 2021  | Storm/Grading                      |
| 2715 | Coweta Co-Crack Relief Interlayer         | Coweta County                  | 21 East Washington Street           | Newman, GA 30063        | \$ 1,805,254.00 | December 2021  | Patching/Crack Relief/Overlay      |
| 2713 | Coweta Co-FDR & Resurfacing               | Coweta County                  | 21 East Washington Street           | Newman, GA 30063        | \$ 4,370,981.00 | December 2021  | Full Depth Reclamation/Resurfacing |
| 2690 | KBD-Bulford Commerce Park Soil Cement     | Kajima Building & Design Group | 3480 Piedmont Road NE, Suite 900    | Atlanta, GA 30305       | \$ 1,285,314.00 | March 2022     | FDR                                |
| 2700 | Dunwoody 2021 Street Resurfacing          | City of Dunwoody               | 41 Perimeter Center East, Suite 250 | Dunwoody, GA 30346      | \$ 2,960,709.00 | March 2022     | Resurfacing                        |





**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
LICENSE NO. 1111 UC300494  
Blount Construction Company, Inc.

- 1730 Sands Place -  
Marietta GA 30067

**Utility Contractor**

EXP DATE - 04/30/2023 Status: Active  
Issue Date: 07/21/1995

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.ga.gov/plb](http://www.sos.ga.gov/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: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Blount Construction Company, Inc.  
1730 Sands Place  
Marietta GA 30067



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
Georgia Construction Industry Licensing Board  
License No. 1111 UC300494  
Blount Construction Company, Inc.

- 1730 Sands Place -  
Marietta GA 30067

**Utility Contractor**

EXP DATE - 04/30/2023 Status: Active  
Issue Date: 07/21/1995



**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)  
12/22/2021

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).

|                                                                                                        |                                                       |                                       |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------------------------|
| <b>PRODUCER</b><br>Yates Insurance Agency<br>2800 Century Parkway NE<br>Suite 300<br>Atlanta GA 30345- | <b>CONTACT NAME:</b>                                  |                                       |
|                                                                                                        | <b>PHONE</b><br>(A/C No. Ext): 404-633-4321           | <b>FAX</b><br>(A/C No.): 404-633-1312 |
| <b>INSURED</b><br>Blount Construction Co Inc<br>1730 Sands Place<br>Marietta GA 30067                  | <b>E-MAIL</b><br>ADDRESS: certs@yatesins.com          |                                       |
|                                                                                                        | <b>INSURER(S) AFFORDING COVERAGE</b>                  |                                       |
|                                                                                                        | <b>INSURER A:</b> BITCO National Insurance Company    |                                       |
|                                                                                                        | <b>INSURER B:</b> Great American Insurance Company    |                                       |
|                                                                                                        | <b>INSURER C:</b> BITCO General Insurance Corporation |                                       |
|                                                                                                        | <b>INSURER D:</b>                                     |                                       |
| <b>INSURER E:</b>                                                                                      |                                                       |                                       |
| <b>INSURER F:</b>                                                                                      |                                                       |                                       |

**COVERAGES** **CERTIFICATE NUMBER: 562784529** **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 INSD WVD                               | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                          |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                  | CLP3712983    | 1/1/2022                | 1/1/2023                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY                                         |                                                  | CAP3712984    | 1/1/2022                | 1/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                             |                                                  | TUU033025213  | 1/1/2022                | 1/1/2023                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N<br><input checked="" type="checkbox"/> N N/A | WC3712982     | 1/1/2022                | 1/1/2023                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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...

|                                                                                                     |                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>City of Stockbridge<br>4640 N. Henry Blvd.<br>Stockbridge GA 30281 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

|                                  |           |                                                                                      |
|----------------------------------|-----------|--------------------------------------------------------------------------------------|
| AGENCY<br>Yates Insurance Agency |           | NAMED INSURED<br>Blount Construction Co Inc<br>1730 Sands Place<br>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

Project: Stockbridge LMIG 2020 Program (#2676)  
Entity: City of Stockbridge

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.

129210

EEV/Basic Pilot Program\* User Identification Number

Blount Construction Company, Inc.

BY: Authorized Officer or Agent  
(Contractor Name)

Vice President

Title of Authorized Officer of Contractor

David Faust

Printed Name of Authorized Officer or Agent

January 6, 2022

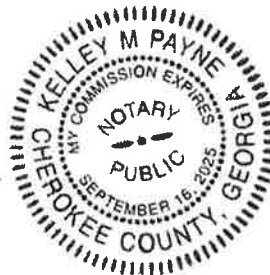
Date

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 6 DAY OF January, 20 22

Kelley M Payne

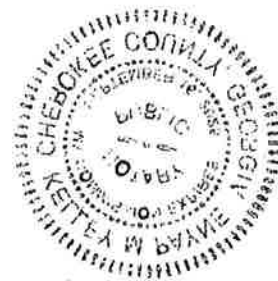
Notary Public I

My Commission Expires: September 16, 2025



\*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) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, ~~December 30, 2021~~, **January 6<sup>th</sup>, 2022**
2. The deadline for questions has changed. The deadline for questions was ~~Friday~~ **Monday, December 3<sup>rd</sup> 27<sup>th</sup>, 2021 (12:00 noon, EDT)**
3. **A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**



**City of Stockbridge Purchasing Division**

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

**I. CLARIFICATIONS / CORRECTIONS**

**SECTION I**

15.04 ~~Due to Covid 19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City Hall Procurement Division during business hours, 3:00 PM-EST on the following dates:~~

4. ~~Monday, December 27, 2021, thru Thursday, December 30, 2021, January 6<sup>th</sup>, 2022.~~

Bids must be received by the ITB Due Date, Thursday, ~~December 30, 2021, January 6<sup>th</sup>, 2022~~ 3:00 p.m. EDT.

**The City of Stockbridge City Hall has reopened to all Visitors.**

Bids must be delivered to the following Location:

**City of Stockbridge Procurement Division**  
**4640 North Henry Boulevard**  
**Stockbridge, Georgia 30281**

**II. QUESTIONS AND RESPONSES**

Questions 1. C W Matthews would like to respectfully request that the bid due date for this project be postponed 1-week to Jan 6, 2022, so that we may participate in the bid.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Questions 2. See question and answer below

You have provided a Typical Section for Stapleton Drive, within this typical section you show 4.0 inches of 25.0mm Superpave, however you do not have a bid item for this work. Also, this 25.0mm work is not included in the work scope descriptions on page 8 of 8. How do you intend to pay for the 25.0mm required on Stapleton Drive?

Answer Please see the attached revised bid form, which replaces all other bid forms.

For the Stockbridge WWTF (page 8 of 8) you tell us this includes areas from the Gates and all existing roadway & parking lots. Could you please provide a drawing or highlighted map that shows all of the areas that you intend to Mill and resurface. Ideally, providing SY of Paving areas and Linear Foot of Curb for these areas would be best.



**City of Stockbridge Purchasing Division**

City of Stockbridge City Hall  
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Answer Quantities for all required improvements are included in the totals shown on the Bid Form. Edge milling will be performed along existing curb lines only.

When would the City expect to issue a "Notice to Proceed" for this project? We are trying to determine if you will make the Contractor perform the work during the colder/wetter months (Jan-April 2022).

Answer A Notice to Proceed cannot be issued until the bid is awarded.

Could you please provide a construction detail for the Water Valve and Manhole Adjustments?

Answer Adjustment of valves and manholes is to be accomplished utilizing steel extension rings only.

The Work Sequence described in Section 01100-1.2B (page 01100-1) seems to be missing some of the work scope. Could you please provide the rest of the work sequence to make sure we understand the intent?

Answer Items listed are complete.

Will there be any Work Restrictions and or Lane Closure Restrictions for this project? Or can the Contractor work and close travel lanes whenever they want?

Answer Standard work hours are 7:00 AM to 6:00 PM Monday thru Friday. Contractor is allowed to close lanes as needed but maintain access to properties.

Can you please clarify who will be responsible for all Quality Control Testing on this project, the City? or the Contractor? If this is the Contractor's responsibility to include in their bid, which bid item should it be included in?

Answer Contractor is responsible for any geotechnical testing required. These are residential roadways and testing is only performed if issues arise related to mix abnormality and compactive effort observed in the field.

Will the City allow the Contractor to use Portable Advanced Warning Signs for this project? Or will you require all Advanced Warning Signs to be Post Mounted?

Answer The use of portable traffic warning signs is acceptable.



On Page 01100-1 paragraph 1.2.B.6 says that "No striping shall be performed for a minimum of 14 days after the placement of the new asphalt surface."

Does this mean literally what it says and that you want the roads to be left unstriped for 14 days?

Answer        Striping per GDOT

Will you expect the Contractor to install Temporary Pavement Markings for traffic control for the 14 days prior to the final thermoplastic pavement markings being placed?

Answer        Striping per GDOT

If Temporary Striping is required, how do you intend to pay for it?

Answer        Cost is associated with striping costs.

How long will the City allow between the Edge Milling and Final Surface Placement? Typically, 15 Days is allowed.

Answer        Five (5) working days.

Typically, GDOT provides Special Provisions Section 150 specific for each project and its conditions. Will you please provide a project specific Special Provision Section 150-Traffic Control for this project?

Answer        Traffic control per MUTCD standard for this type of activity

Would the City please consider postponing the bid due date until after the Holiday's? Ideally, 1-2 Weeks would be best.

Answer        See above section I. CLARIFICATIONS / CORRECTIONS

Question 3.    Is there anyway we could extend the bid date of this project to sometime in January

Answer        See above section I. CLARIFICATIONS / CORRECTIONS





**City of Stockbridge Purchasing Division**

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

Question 4. I have logged into the Pre-Bid Meeting but there seems to be nothing happening. Please advise what we need to do to participate.

Answer 4. To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) and click Join Meeting for the scheduled Pre-Bid.

Question 5. See question and answer below:

The Road Breakdown mentions fog lines on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions decal lanes on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions parking spaces on certain roads but there is no pay item for this other than a handicap symbol and blue hatching. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Davidson Parkway South appears to have 5" Skip white, but there is no pay items for it to be replaced. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.



**City of Stockbridge Purchasing Division**

City of Stockbridge City Hall  
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Question 6. At the Pre-Bid Meeting on Nov 18, you mentioned that an Addendum would be issued rescheduling the Pre-Bid meeting and to address the questions submitted prior to the 18th.

To date we have not seen where the City has posted any Addendums for this project on its website.

It would be very helpful if you could post an Addendum prior to the question deadline (Dec 3) so that we can ask follow-up questions to your Addendum Responses.

Can you please provide an update on the status of the Addendum that you mentioned at the Nov 18 Pre-Bid Meeting?

Answer 6. A second Non – Mandatory Prebid will is scheduled for **December 16th, 2021, at 10:00 am.**

**A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

Question 7. Can I get a copy of any addenda that have been released to date?

Answer All addenda are posted 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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

Question 8. See question and answer below

Who will be responsible for shoulder work/backfill of edge of pavement and grassing on Stapleton Dr. as shown on the detail? If so, can items be added with quantities on the bid schedule for this?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Will there be any ditch work required for the storm culvert and in what locations?

Answer Only grading to fit the required headwalls

Will the storm culvert be a cross drain, or a sideline drain and please provide a location?

Answer No

Will there be any sideline ditch work required for Stapleton Dr.?

Answer No

Will there be any clearing work required for Stapleton Dr.?

Answer No

Does the Knoxbox by the gate need to be relocated?

Answer City to be responsible for this item

Will the city provide rings for the manhole and valve adjustments, or will the contractor need to supply?

Answer Contractor to furnish and install

Will the city consider changing from 75 days to 120 days substantial completion and add for possibility of weather days as extension of days if necessary being this will be 1<sup>st</sup> or 2<sup>nd</sup> quarter 2022?

Answer See above section I. CLARIFICATIONS / CORRECTIONS

When does the city intend on issuing the NTP on this work to begin?

Answer Once the contract has been awarded and the contract is executed.

Will the city consider pushing the bid date back into the first or second week of January?

Answer See above section I. CLARIFICATIONS / CORRECTIONS



**City of Stockbridge Purchasing Division**

City of Stockbridge City Hall  
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Stockbridge, Ga 30281

Question 9. See question and answer below

Can the City please move the bid date to the following week? Most contractors are not working during the week between Christmas and New Year's.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Can the City please change the Completion Date of this project to at least 120 days given the size of the project?

Answer No. The project time specified is consistent with similar projects the City has awarded previously.

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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). 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 Purchasing Division**

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

ADDENDUM NO. 2

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, January 6<sup>th</sup>, 2022.
2. The deadline for questions has not changed. The deadline for questions is Monday, December 27th, 2021 (12:00 noon, EDT)

**CLARIFICATIONS / QUESTIONS AND RESPONSES**

Questions 1. Please address the following questions:

1. The Tack Quantity is grossly understated as we are coming up with nearly 17,000 gallons. Can the City please revise this quantity?
2. Does the City anticipate any clearing required for the widening on Stapleton Drive?
3. Will the widening on Stapleton Drive affect the current ditch lines along the sides of the road? If so, will that need to be corrected by the contractor?

Answer 1. Please see below.

1. There was a typographical error in the quantity. The total estimate area for paving is  $\pm 88,500$  S.Y. which would require  $\pm 11,000$  Gallons of tack coat. Bidders are required to amend the Estimated Quantity for Line-Item No. 13 of the current Bid Form from the 1,100 Gallons listed to 11,000 Gallons. If needed, quantities will be extended based upon the unit pricing provided and contractors will be compensated for all materials installed.
2. No clearing is anticipated.
3. The only grading required will be related to the influent/effluent of the new culvert that will be field installed and will require localized grading.

Questions 2. How did you come up with the patching quantity as the bid schedule and quantities provided per street have a 50% difference. Please advise.

Answer 2. Patching quantity shown in the Bid Form is an estimate of quantity that will be utilized for base failure areas only where the specified Permaflex system will not provide adequate structural bridging. If needed, quantities will be extended based upon the unit pricing provided and contractors will be compensated for all materials installed.

Question 3. Can I get a copy of the pre-bid meeting sign-in sheet, if available?  
Can I get a copy of any new addenda issued to date aside from addendum 1?

Answer 3. Due To COVID-19 The City Of Stockbridge Procurement Division IS conducting, public pre-bid meeting online.

All Addenda Is Posted On 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](https://ssl.doas.state.ga.us/Prsapp/PR_Index.jsp).



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**Blount Construction Company, Inc.**

\_\_\_\_\_  
Name of Company / Firm / Organization

**David Faust - Vice President**

\_\_\_\_\_  
Printed Name of Authorized Rep. / Title

  
\_\_\_\_\_  
Signature of Authorized Representative / Date



SECTION III

**BID FORM**

**REVISED: ADDENDUM NO. 1**



COPY

**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**JANUARY 6, 2022 - 3:00 PM EST**

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.





## SECTION III

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## 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>ADDENDUM NO. 1</u> | <u>DECEMBER 9, 2021</u>  |
| <u>ADDENDUM NO. 2</u> | <u>DECEMBER 29, 2021</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) :

#### LINE ITEM BID FORM

| <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                                                                                                     | \$137,931.32      | \$ 137,931.32      |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$ 2.84           | \$ 164,720.00      |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                         | \$ 2.45           | \$ 4,410.00        |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                     | \$ 208.43         | \$ 5,210.75        |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$ 1,213.28       | \$ 2,426.56        |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                               | \$ 123.03         | \$ 28,912.05       |

### SECTION III

|     |                           |      |                                                                                                                                                                                                                       |                    |                      |
|-----|---------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|
| 7.  | 1                         | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ <u>2,400.00</u> | \$ <u>2,400.00</u>   |
| 8.  | 240                       | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ <u>19.73</u>    | \$ <u>4,735.20</u>   |
| 9.  | 80                        | TON  | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                               | \$ <u>111.66</u>   | \$ <u>8,932.80</u>   |
| 10. | 350                       | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ <u>204.29</u>   | \$ <u>71,501.50</u>  |
| 11. | 4500                      | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ <u>119.51</u>   | \$ <u>537,795.00</u> |
| 12. | 7300                      | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ <u>95.85</u>    | \$ <u>699,705.00</u> |
| 13. | 300                       | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ <u>145.59</u>   | \$ <u>43,677.00</u>  |
| 14. | <del>1100</del><br>11,000 | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD. (Per Addendum No 2)                                                                                                                                                            | \$ <u>2.38</u>     | \$ <u>26,180.00</u>  |
| 15. | 87                        | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ <u>1,187.00</u> | \$ <u>103,269.00</u> |
| 16. | 6                         | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ <u>774.00</u>   | \$ <u>4,644.00</u>   |
| 17. | 60                        | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE                                                                                                                                                                  | \$ <u>30.00</u>    | \$ <u>1,800.00</u>   |
| 18. | 600                       | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ <u>12.00</u>    | \$ <u>7,200.00</u>   |
| 19. | 20000                     | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ <u>0.75</u>     | \$ <u>15,000.00</u>  |

### SECTION III

|     |        |      |                                                                                                                                                                                                                                                      |                    |                     |
|-----|--------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| 20. | 7000   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                                                  | \$ <u>3.50</u>     | \$ <u>24,500.00</u> |
| 21. | 3500   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                   | \$ <u>3.50</u>     | \$ <u>12,250.00</u> |
| 22. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                      | \$ <u>100.00</u>   | \$ <u>1,000.00</u>  |
| 23. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW                                                                                                                                                                                                     | \$ <u>100.00</u>   | \$ <u>1,000.00</u>  |
| 24. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                      | \$ <u>100.00</u>   | \$ <u>1,000.00</u>  |
| 25. | 1      | EA.  | GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE                                                                                                                                                                                                       | \$ <u>350.00</u>   | \$ <u>350.00</u>    |
| 26. | 400    | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                    | \$ <u>7.50</u>     | \$ <u>3,000.00</u>  |
| 27. | 1      | EA.  | GDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                         | \$ <u>500.00</u>   | \$ <u>500.00</u>    |
| 28. | 15,000 | L.F. | GDOT THERMOPLASTIC SOLID LANE EDGE STRIPING, 5" WIDE WHITE                                                                                                                                                                                           | \$ <u>0.75</u>     | \$ <u>11,250.00</u> |
| 29. | 5,000  | L.F. | GDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING, 5" WIDE WHITE                                                                                                                                                                                         | \$ <u>0.55</u>     | \$ <u>2,750.00</u>  |
| 30. | 1,500  | L.F. | COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING                                                                                                                                               | \$ <u>7.89</u>     | \$ <u>11,835.00</u> |
| 31. | 2      | 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 "UNIMAT TRAFFIC" | \$ <u>1,065.91</u> | \$ <u>2,131.82</u>  |

### SECTION III

|     |  |      |                                                            |                    |                     |
|-----|--|------|------------------------------------------------------------|--------------------|---------------------|
|     |  |      | REFERENCE NO. 8001, OR<br>APPROVED EQUIVALENT.             |                    |                     |
| 32. |  | L.S. | PROJECT CONTINGENCY<br>ALLOWANCE (FOR USE BY CITY<br>ONLY) | <u>\$50,000.00</u> | <u>\$ 50,000.00</u> |

**Total Base Bid in Words:**

One Million Nine Hundred Ninety Two Thousand Seventeen Dollars & Zero Cents

**Dollars**

**In Numbers: \$** 1,992,017.00

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.

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);

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.

### SECTION III

- 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.

#### 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): \_\_\_\_\_



SECTION III

A Corporation

Corporation Name: C. W. MATTHEWS CONTRACTING CO., INC.  
(SEAL)



State of Incorporation: Georgia  
Type (General Business, Professional, Service, Limited Liability): General Business

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Michael Kleuckling

Title: Vice President  
(CORPORATE SEAL)

Attest [Signature]  
Michael D. Bell

Date of Qualification to do business in Georgia is  
02 / 27 / 1946

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)

**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

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, Marietta, Georgia 30060

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. 770-422-7520 Fax No. 770-422-9361

\_\_\_\_\_

E-mail mikek@cwmatthews.com \_\_\_\_\_

SUBMITTED on January 6, 2022.

GDOT Prequalification Certificate No. 2MA850 - Certificate Attached



**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,



**Marc Mastronardi, P.E.**  
Chairman, Prequalification Committee/Contractors

MM:ASB



**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) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, ~~December 30, 2021.~~ **January 6<sup>th</sup>, 2022**
2. The deadline for questions has changed. The deadline for questions was ~~Friday~~ **Monday**, December 3<sup>rd</sup> **27<sup>th</sup>**, 2021 (12:00 noon, EDT)
3. **A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

**I. CLARIFICATIONS / CORRECTIONS**

**SECTION I**

15.04 ~~Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City Hall Procurement Division during business hours. 3:00 PM EST on the following dates:~~

4. ~~Monday, December 27, 2021, thru Thursday, December 30, 2021,~~ **January 6<sup>th</sup>, 2022.**

Bids must be received by the ITB Due Date, Thursday, ~~December 30, 2021,~~ **January 6<sup>th</sup>, 2022** 3:00 p.m. EDT.

**The City of Stockbridge City Hall has reopened to all Visitors.**

Bids must be delivered to the following Location:

**City of Stockbridge Procurement Division**  
**4640 North Henry Boulevard**  
**Stockbridge, Georgia 30281**

**II. QUESTIONS AND RESPONSES**

Questions 1. C W Matthews would like to respectfully request that the bid due date for this project be postponed 1-week to Jan 6, 2022, so that we may participate in the bid.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Questions 2. See question and answer below

You have provided a Typical Section for Stapleton Drive, within this typical section you show 4.0 inches of 25.0mm Superpave, however you do not have a bid item for this work. Also, this 25.0mm work is not included in the work scope descriptions on page 8 of 8. How do you intend to pay for the 25.0mm required on Stapleton Drive?

Answer Please see the attached revised bid form, which replaces all other bid forms.

For the Stockbridge WWTF (page 8 of 8) you tell us this includes areas from the Gates and all existing roadway & parking lots. Could you please provide a drawing or highlighted map that shows all of the areas that you intend to Mill and resurface. Ideally, providing SY of Paving areas and Linear Foot of Curb for these areas would be best.

Answer Quantities for all required improvements are included in the totals shown on the Bid Form. Edge milling will be performed along existing curb lines only.

When would the City expect to issue a "Notice to Proceed" for this project? We are trying to determine if you will make the Contractor perform the work during the colder/wetter months (Jan-April 2022).

Answer A Notice to Proceed cannot be issued until the bid is awarded.

Could you please provide a construction detail for the Water Valve and Manhole Adjustments?

Answer Adjustment of valves and manholes is to be accomplished utilizing steel extension rings only.

The Work Sequence described in Section 01100-1.2B (page 01100-1) seems to be missing some of the work scope. Could you please provide the rest of the work sequence to make sure we understand the intent?

Answer Items listed are complete.

Will there be any Work Restrictions and or Lane Closure Restrictions for this project? Or can the Contractor work and close travel lanes whenever they want?

Answer Standard work hours are 7:00 AM to 6:00 PM Monday thru Friday. Contractor is allowed to close lanes as needed but maintain access to properties.

Can you please clarify who will be responsible for all Quality Control Testing on this project, the City? or the Contractor? If this is the Contractor's responsibility to include in their bid, which bid item should it be included in?

Answer Contractor is responsible for any geotechnical testing required. These are residential roadways and testing is only performed if issues arise related to mix abnormality and compactive effort observed in the field.

Will the City allow the Contractor to use Portable Advanced Warning Signs for this project? Or will you require all Advanced Warning Signs to be Post Mounted?

Answer The use of portable traffic warning signs is acceptable.

On Page 01100-1 paragraph 1.2.B.6 says that “No striping shall be performed for a minimum of 14 days after the placement of the new asphalt surface.”

Does this mean literally what it says and that you want the roads to be left unstriped for 14 days?

Answer            Striping per GDOT

Will you expect the Contractor to install Temporary Pavement Markings for traffic control for the 14 days prior to the final thermoplastic pavement markings being placed?

Answer            Striping per GDOT

If Temporary Striping is required, how do you intend to pay for it?

Answer            Cost is associated with striping costs.

How long will the City allow between the Edge Milling and Final Surface Placement? Typically, 15 Days is allowed.

Answer            Five (5) working days.

Typically, GDOT provides Special Provisions Section 150 specific for each project and its conditions. Will you please provide a project specific Special Provision Section 150-Traffic Control for this project?

Answer            Traffic control per MUTCD standard for this type of activity

Would the City please consider postponing the bid due date until after the Holiday's? Ideally, 1-2 Weeks would be best.

Answer            See above section I. CLARIFICATIONS / CORRECTIONS

Question 3.    Is there anyway we could extend the bid date of this project to sometime in January

Answer            See above section I. CLARIFICATIONS / CORRECTIONS



Question 4. I have logged into the Pre-Bid Meeting but there seems to be nothing happening. Please advise what we need to do to participate.

Answer 4. To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) and click Join Meeting for the scheduled Pre-Bid.

Question 5. See question and answer below:

The Road Breakdown mentions fog lines on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions decal lanes on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions parking spaces on certain roads but there is no pay item for this other than a handicap symbol and blue hatching. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Davidson Parkway South appears to have 5" Skip white, but there is no pay items for it to be replaced. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Question 6. At the Pre-Bid Meeting on Nov 18, you mentioned that an Addendum would be issued rescheduling the Pre-Bid meeting and to address the questions submitted prior to the 18th.

To date we have not seen where the City has posted any Addendums for this project on its website.

It would be very helpful if you could post an Addendum prior to the question deadline (Dec 3), so that we can ask follow-up questions to your Addendum Responses.

Can you please provide an update on the status of the Addendum that you mentioned at the Nov 18 Pre-Bid Meeting?

Answer 6. A second Non – Mandatory Prebid will be scheduled for **December 16th, 2021, at 10:00 am.**

**A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

Question 7. Can I get a copy of any addenda that have been released to date?

Answer All addenda are posted The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia website  
Procurement Registry  
[https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

Question 8. See question and answer below

Who will be responsible for shoulder work/backfill of edge of pavement and grassing on Stapleton Dr. as shown on the detail? If so, can items be added with quantities on the bid schedule for this?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Will there be any ditch work required for the storm culvert and in what locations?

Answer Only grading to fit the required headwalls

Will the storm culvert be a cross drain, or a sideline drain and please provide a location?

Answer                      No

Will there be any sideline ditch work required for Stapleton Dr.?

Answer                      No

Will there be any clearing work required for Stapleton Dr.?

Answer                      No

Does the Knoxbox by the gate need to be relocated?

Answer                      City to be responsible for this item

Will the city provide rings for the manhole and valve adjustments, or will the contractor need to supply?

Answer                      Contractor to furnish and install

Will the city consider changing from 75 days to 120 days substantial completion and add for possibility of weather days as extension of days if necessary being this will be 1<sup>st</sup> or 2<sup>nd</sup> quarter 2022?

Answer                      See above section I. CLARIFICATIONS / CORRECTIONS

When does the city intend on issuing the NTP on this work to begin?

Answer                      Once the contract has been awarded and the contract is executed.

Will the city consider pushing the bid date back into the first or second week of January?

Answer                      See above section I. CLARIFICATIONS / CORRECTIONS

Question 9. See question and answer below

Can the City please move the bid date to the following week? Most contractors are not working during the week between Christmas and New Year's.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Can the City please change the Completion Date of this project to at least 120 days given the size of the project?

Answer No. The project time specified is consistent with similar projects the City has awarded previously.

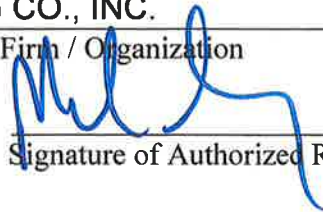
The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). 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



Signature of Authorized Representative / Date

**January 6, 2021**





**City of Stockbridge Purchasing Division**

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

ADDENDUM NO. 2

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, January 6<sup>th</sup>, 2022.
2. The deadline for questions has not changed. The deadline for questions is Monday, December 27<sup>th</sup>, 2021 (12:00 noon, EDT)

**CLARIFICATIONS / QUESTIONS AND RESPONSES**

Questions 1. Please address the following questions:

1. The Tack Quantity is grossly understated as we are coming up with nearly 17,000 gallons. Can the City please revise this quantity?
2. Does the City anticipate any clearing required for the widening on Stapleton Drive?
3. Will the widening on Stapleton Drive affect the current ditch lines along the sides of the road? If so, will that need to be corrected by the contractor?

Answer 1. Please see below.

1. There was a typographical error in the quantity. The total estimate area for paving is  $\pm 88,500$  S.Y. which would require  $\pm 11,000$  Gallons of tack coat. Bidders are required to amend the Estimated Quantity for Line-Item No. 13 of the current Bid Form from the 1,100 Gallons listed to 11,000 Gallons. If needed, quantities will be extended based upon the unit pricing provided and contractors will be compensated for all materials installed.
2. No clearing is anticipated.
3. The only grading required will be related to the influent/effluent of the new culvert that will be field installed and will require localized grading.

Questions 2. How did you come up with the patching quantity as the bid schedule and quantities? provided per street have a 50% difference. Please advise.

Answer 2. Patching quantity shown in the Bid Form is an estimate of quantity that will be utilized for base failure areas only where the specified Permaflex system will not provide adequate structural bridging. If needed, quantities will be extended based upon the unit pricing provided and contractors will be compensated for all materials installed.

Question 3. Can I get a copy of the pre-bid meeting sign-in sheet, if available?  
Can I get a copy of any new addenda issued to date aside from addendum 1?

Answer 3. Due To COVID-19 The City Of Stockbridge Procurement Division IS conducting, public pre-bid meeting online.

All Addenda Is Posted On 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](https://ssl.doas.state.ga.us/Prsapp/PR_Index.jsp).



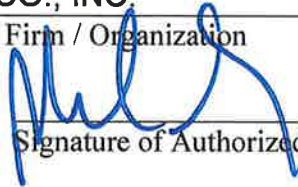
The City of Stockbridge website is the official location for the posting of all solicitation addenda and contract award results. It is the obligation of each Prospective Provider to frequently monitor the City's website in order to obtain complete and timely information. The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia Procurement Registry website [https://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) . 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



**January 6, 2021**

Signature of Authorized Representative / Date



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 Co., Inc., 1600 Kenview Drive, Marietta, Georgia 30060

SURETY (Name and Address of Principal Place of Business):

Federal Insurance Company, 15 Mountain View Road, Warren, New Jersey 07059

OWNER (Name and Address):

City of Stockbridge, Georgia - City Hall

4640 North Henry Boulevard., Stockbridge, Georgia 30281

BID

Bid Due Date: ~~DECEMBER 30, 2021~~ January 6, 2022

Description (Project Name and Include Location):

**CITY OF STOCKBRIDGE - 2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): January 6, 2022

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

**SURETY**

Federal Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature

Charles E. Matthews

Print Name

Executive Vice President

Title

Attest:

Signature Michael D. Bell

Corporate Secretary

Title

By:

Signature (Attach Power of Attorney)

Odie E. Wilson

Print Name

Attorney-in-Fact

Title

Attest:

Signature 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. Burtuss, 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 19<sup>th</sup> 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 19<sup>th</sup> 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. 2316585  
Commission Expires July 18, 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 6th day of January, 2022



*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. 2021-0015, 2022 LMIG PROGRAM:

- |                             |                                         |
|-----------------------------|-----------------------------------------|
| 1.) E.L. Jones Construction | Adjust Miscellaneous Roadway Structures |
| 2.) Natural Enclosures      | Adjust / Replace Gate                   |
| 3.) Peek Pavement Markings  | Pavement Markings                       |

C. List of Proposed Suppliers for

City of Stockbridge – ITB NO. 2021-0015, 2022 LMIG PROGRAM:

|                      |                           |
|----------------------|---------------------------|
| 1.) Vulcan Materials | Asphalt and Roadway Stone |
|----------------------|---------------------------|

|                    |                |
|--------------------|----------------|
| 2.) Foley Products | Pipe Materials |
|--------------------|----------------|

|     |  |
|-----|--|
| 3.) |  |
|-----|--|

C. W. MATTHEWS CONTRACTING CO., INC.  
SCHEDULE OF CONTRACTS COMPLETED  
December 31, 2020

21Comp-Ct corrected.xlsx

# 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/OFFICE    | PHONE #      |
|------------------------------------------------------------|--------------------|----------------------------------------|-----------------------------------|--------------------|--------------|
| M005740 SR3 RESURF. LUMPKIN                                | 2,446,027          | MILLING/RESURFACING                    | GEORGIA DOT                       | KEVIN BARRETT      | 706-346-4848 |
| M005804 SR3 RESURF. PIKE/SPALDING/UPSON                    | 13,882,989         | MILLING/RESURFACING                    | GEORGIA DOT                       | CHASTY WALKER      | 706-446-8120 |
| M005902 SR114, CHATTOOGA                                   | 1,921,063          | MILLING/RESURFACING                    | GEORGIA DOT                       | GRANT WALDRUP      | 678-721-6286 |
| M005906 SR10 TO PONCE, FULTON                              | 1,145,518          | MILLING/INLAY/RESURFACING              | GEORGIA DOT                       | CHRIS WOODS        | 770-216-3891 |
| 3 LMG ROADS 2020, HARRIS                                   | 1,004,472          | MILLING/RESURFACING                    | HARRIS COUNTY BOC                 | MIKE BROWN         | 706-628-4959 |
| 20-037-1, JOHNS CREEK 2020 MAIN RDS RESURF, FULTON         | 1,409,904          | MILLING/RESURFACING                    | CITY OF JOHNS CREEK               | NEIL TRUST         | 678-512-3233 |
| 20-021-1, RICHARD B RUSSELL REG AIRPORT RWAY 1 IMP, FLOYD  | 1,188,040          | SAFETY AREA & RUNWAY AREA IMPROVEMENTS | FLOYD COUNTY BOC                  | CHARLES ADEGUM     | 878-686-8623 |
| H45 EMERGENCY REPAIR (SUB TO BLOUNT SANFORD)               | 220,415            | WALL REPAIR                            | BLOUNT-SANFORD CONSTRUCTION CO.   | JAMES D. GREESON   | 770-638-2859 |
| M005913 SR 280 MLK TO COBB CO LINE, FULTON                 | 2,287,334          | MILLING/INLAY/RESURFACING              | GEORGIA DOT                       | SARH PESSIMA       | 770-686-1011 |
| 2020 ASPHALT CONTRACT II SUB, PAULDING                     | 2,602,345          | MILLING/RESURFACING                    | PAULDING COUNTY BOC               | DAVID HUFF         | 770-224-4067 |
| CITY OF SOUTH FULTON 2019 TSP/OST/LMG, FULTON              | 7,947,595          | MILLING/RESURFACING                    | FULTON COUNTY                     | ANTONIO VALENZUELA | 478-609-7451 |
| 20-19 JONT 2020 LMG, HOUSTON AND VARIOUS COUNTIES          | 1,118,789          | MILLING/RESURFACING                    | HOUSTON COUNTY PUBLIC WORKS       | JEFF SMITH         | 478-542-2115 |
| 2020 ASPH43 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)                       | 2,084,137          | MILLING/RESURFACING                    | OCONEE COUNTY BOC                 | JODY WOODALL       | 770-763-2937 |
| GOOT PMT PRESERVATION SR 157, WALKER                       | 1,157,670          | MILLING/RESURFACING                    | CITY OF FAIRBURN                  | LESTER THOMPSON    | 770-964-2244 |
| M005898 SR30 @ EPPINGHAM COUNTY LINE, CHATHAM              | 863,100            | RESURFACING & MAINTENANCE              | GEORGIA DOT                       | ADRIAN HARRIS      | 678-420-5500 |
| M005902 SR 120 W OF NORTH MARITTA PKWY, COBB               | 762,845            | MILLING/INLAY/RESURFACING              | GEORGIA DOT                       | ROB MCCALL         | 912-427-5711 |
| ITB 20-PW09 CITY OF MILTON RESURF, FULTON                  | 1,584,259          | MILLING/RESURFACING                    | CITY OF MILTON                    | WESLEY COMBAY      | 770-526-3232 |
| CITY OF NEWMAN RECLAMATION & PAVING 2 STRTS, COWETA        | 3,953,337          | MILLING/RESURFACING                    | CITY OF NEWMAN PUBLIC WORKS DEPT. | MATT FALSTROM      | 678-242-2507 |
| RTB 2020-02A RESURFACING PROJECT 75708, CHEROKEE           | 851,674            | RESURFACING                            | CHEROKEE COUNTY                   | MICHAEL KLAHR      | 678-673-9478 |
| CITY OF NEWMAN MILL & RESURF VARIOUS STREETS, COWETA       | 2,992,178          | MILLING/RESURFACING                    | CITY OF NEWMAN PUBLIC WORKS DEPT. | JAMES WILGUS       | 770-217-7618 |
| 2020 LMG CONTRACTS - CITY OF BYRON                         | 902,090            | RESURFACING                            | CITY OF BYRON                     | MICHAEL KLAHR      | 678-673-9478 |
| 2020 LMG CONTRACTS - CITY OF CENTERVILLE                   | 157,903            | MILLING/RESURFACING                    | CITY OF CENTERVILLE               | JOHNNY BROOKS      | 478-956-3600 |
| 2020 LMG CONTRACTS - CITY OF HAWKINSVILLE                  | 182,460            | MILLING/RESURFACING                    | CITY OF HAWKINSVILLE              | MIKE BRUMFIELD     | 478-953-3222 |
| 2020 LMG CONTRACTS - CITY OF WARNER ROBBINS                | 109,187            | MILLING/RESURFACING                    | WARNER ROBBINS PUBLIC WORKS       | RONNIE KENT        | 478-972-2274 |
| 2020 LMG CONTRACTS - DOOLY COUNTY                          | 1,158,756          | MILLING/RESURFACING                    | DOOLY COUNTY COMMISSIONERS        | DOUGLAS WEBB       | 478-925-1144 |
| 2020 LMG CONTRACTS - PULASKI COUNTY                        | 700,768            | RESURFACING                            | PULASKI COUNTY                    | STEPHEN SANDERS    | 228-288-4228 |
| GOOT PMT PRESERVATION SR 180 SPUR, TOWNS                   | 574,538            | RESURFACING                            | GEORGIA DOT                       | JENNA MASHBURN     | 478-783-4154 |
| RTB-FS-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                       | 590,528            | MILLING/RESURFACING                    | CITY OF UNION HILL                | LONNIE FERGUSON    | 770-533-7242 |
| GPA TERMINAL CONTAINERIZATION (Sub to Baker Constructors)  | 3,573,781          | RESURFACING                            | GEORGIA DOT                       | MATTHEW BURDEN     | 706-678-1507 |
| SB-4200-20-02-061020 PAVE 2 ROADS, BUTTS                   | 669,601            | MILLING/RESURFACING                    | BAKER CONSTRUCTORS, INC.          | KIP WASHINGTON     | 770-277-7533 |
| SB027-20 CITY OF LAWRENCEVILLE 2020 LMG, GWINNETT          | 1,284,817          | MILLING/RESURFACING                    | CITY OF LAWRENCEVILLE             | JOHANNES LOUW      | 706-768-5161 |
| CITY OF WATKINSVILLE MILL & RESURF 3 STREETS, OCONEE       | 138,872            | MILLING/RESURFACING                    | CITY OF WATKINSVILLE              | JUSTIN DUNAWAY     | 706-678-1507 |
| TOM B DAVID AIRPORT CAU-HOUN, GORDON (Sub to Barnett Stmm) | 332,444            | RESURFACING                            | BARNETT SOUTHERN CORPORATION      | NICK WHITMER       | 706-586-2165 |
| GOOT PMT PRESERVATION SR 520, MUSCOGEE                     | 256,970            | RESURFACING                            | GEORGIA DOT                       | TIM SWINKS         | 770-533-7242 |
| GOOT PMT PRESERVATION SR 332 - 107804, HALL/JACKSON        | 1,225,067          | RESURFACING                            | MURRAY COUNTY PUBLIC WORKS        | GLEN GOSNELL       | 706-685-3231 |
| PW 2020 LMG LEVELA RESURF, MURRAY                          | 1,002,775          | RESURFACING                            | GEORGIA DOT                       | BRIAN JOHNSTON     | 706-646-7521 |
| GOOT PMT PRESERVATION SR 219SR 190, HARRIS                 | 1,048,250          | MILLING/RESURFACING                    | GEORGIA DOT                       | SHERRAE BARLOW     | 404-290-7094 |
| GOOT PMT PRESERVATION SR 1, TROUP/HEARD                    | 421,080            | SEWER EROSION REPAIR                   | MANHATTANRFE, A JOINT VENTURE     |                    |              |
| 42" SEWER EROSION REPAIR (Sub to Manhattan)                |                    |                                        |                                   |                    |              |
|                                                            | 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/OFFICE              | PHONE #      |
|--------------------------------------------------------------------------------------------------------|-----------------------|--------------------|-----------------------------------------------|------------------------------------------|------------------------------|--------------|
| Northwest Corridor Project (Archer Western), Cobb/Cherokee                                             |                       | 35,506,778         | PAVING                                        | NORTHWEST EXPRESS ROAD BUILDERS          | PARSONS TRANSPORTATION GROUP | 770-448-4800 |
| STP00-002-00(382), Forsyth, SR 20, Buford Highway                                                      |                       | 22,897,599         | WIDENING/ RECONSTRUCTION                      | GEORGIA DOT                              | SAM PANAH                    | 770-535-5759 |
| STP00-022-21(001), Cobb, I-285 / SR 407 Atlanta Road,                                                  |                       | 43,322,373         | WIDENING/ RECONSTRUCTION/ CONSTRUCT BRIDGES   | GEORGIA DOT                              | BORDEN POLK                  | 470-335-5749 |
| STP00-001-01(053), MUSCOGEE                                                                            |                       | 3,895,454          | PAVING                                        | McMath-Turner Construction Co.           | LATHRYL VANMIETER            | 706-887-0303 |
| GEORGIA DOT GA 400 Widening Design Build, Forsyth                                                      |                       | 58,125,831         | DESIGN BUILD- WIDENING                        | GEORGIA DOT                              | MICHAEL KEENE                | 404-631-1000 |
| NH500-0005-00(320) I75/SR 401, Doody                                                                   |                       | 20,180,489         | INTERCHANGE IMPROVEMENTS                      | GEORGIA DOT                              | MATTHEW NEEDHAM              | 478-888-7151 |
| Gwinnet Co-Design Build I-85 Express Lanes                                                             |                       | 150,233,969        | DESIGN BUILD- EXPRESS LANES                   | GEORGIA DOT                              | RICHARD BAIRD                | 770-535-5759 |
| IMSTP-0075-03 (209), CARBONDALE ROAD-WHITEFIELD                                                        |                       | 19,189,511         | WIDENING/ RECONSTRUCTION/ CONSTRUCT BRIDGES   | GEORGIA DOT                              | LISA S. WOODS                | 706-272-2211 |
| 0014175-DESIGN BUILD BRIDGE REPLACEMENT VARIOUS LOCATIONS, Coweta/Crawford/Harris/Marion/Meriwether/Ph |                       | 5,065,765          | WIDENING/ RECONSTRUCTION/ CONSTRUCT BRIDGES   | GEORGIA DOT                              | LISA S. WOODS                | 404-304-5786 |
| 0014175-DESIGN BUILD BRIDGE REPLACE, Greens/Jackson/Morgan/Walton                                      |                       | 6,875,035          | BRIDGE REPLACEMENTS-DESIGN BUILD              | GEORGIA DOT                              | DAEMON FROST                 | 706-243-5836 |
| 0009887 CONST. OF ROUNDABOUT SR 389 HIGHTOWER RD, Cherokee                                             |                       | 5,027,404          | CONSTRUCTION OF A ROUNDABOUT                  | GEORGIA DOT                              | JEREMY SCOTT                 | 770-387-3660 |
| X2804 CUMBERLAND BLVD ROADWAY IMP, COBB                                                                |                       | 7,835,362          | WIDENING/ ADDITIONAL LANES                    | COBB COUNTY DOT                          | DENISE HATBAGHAN             | 770-626-1942 |
| R201 TO STEWART MILL RD, DOUGLAS                                                                       |                       | 1,792,413          | INTERSECTION IMPROVEMENTS                     | DOUGLAS COUNTY BOC                       | BILL C. PEACOCK              | 770-920-7247 |
| HENRY CO-ANVIL BLOCK RD IN PLACE CMES                                                                  |                       | 1,480,902          | INTERSECTION IMPROVEMENTS                     | CMES                                     | CHETAN VEKARIYA              | 770-982-1907 |
| BUFORD OR SR20 OLD SUWANEE RD, F1064-02 & F1140-01, GWINNETT                                           |                       | 5,048,188          | WIDENING AND RECONSTRUCTION                   | GWINNETT COUNTY BOC                      | OTIS CLARK                   | 678-521-6433 |
| CSBRG-0006(655) THREE NOTCH RD OVER PEAVINE CR, CATOOSA                                                |                       | 2,282,793          | CONSTRUCTION OF A BRIDGE & APPROACHES         | GEORGIA DOT                              | LISA TAYLOR                  | 706-272-2211 |
| CSSTP-0002-00(882) SR155 BILL GARDNER-STONEY BROOK WY, HENRY                                           |                       | 2,869,411          | WIDENING AND RECONSTRUCTION                   | GEORGIA DOT                              | MICHAEL WILLIAMS             | 706-648-6100 |
| COURTLAND STREET BRIDGE REPLACEMENT                                                                    |                       | 21,295,066         | BRIDGE REPLACEMENTS-DESIGN BUILD              | GEORGIA DOT                              | RICK O'HARA                  | 404-821-8388 |
| EAST RIDGE TN SR80+I-75 INTERCHANGE IMP, HAMILTON                                                      |                       | 5,914,028          | INTERCHANGE RECONFIGURATION                   | CITY OF EAST RIDGE                       | CRYSTAL MYERS                | 865-671-6774 |
| HABERSHAM CO. AIRPORT - PHASEA, HABERSHAM                                                              |                       | 2,873,018          | PARALLEL TAXIWAY                              | HABERSHAM COUNTY BOC                     | JAMES MORIN                  | 770-883-6118 |
| B0R18-04 RESURFACE VARIOUS COUNTY ROADS, HENRY                                                         |                       | 4,483,276          | CONSTRUCTION AND RESURFACING                  | HENRY COUNTY PURCHASING DEPARTMENT       | ROQUE ROMERO                 | 770-286-6027 |
| I-805 NEW INTERCHANGE(SUB TO GPS), HALL                                                                |                       | 4,737,599          | MILLING/ RESURFACING                          | G. P. S ENTERPRISES                      | GARY PHILLIPS                | 770-982-1807 |
| PLAYERSWOOD RD WIDEN (SUB TO CMES), FORSYTH                                                            |                       | 1,398,564          | ROAD WIDENING                                 | CMES                                     | CHETAN VEKARIYA              | 770-982-1807 |
| PLAYER-TW ALPHA CATHODIC PROTECTION REPAIR, CLAYTON/FULTON                                             |                       | 337,308            | CASING & SOD                                  | PLAYER AND COMPANY                       | BRIAN RISCHAR                | 678-469-5301 |
| SR103 PASSING LANES (SUB TO MCCOY), HARRIS                                                             |                       | 1,168,781          | RESURFACING                                   | MCCOY GRADING                            | KIM SINCLAIR                 | 770-982-1907 |
| EVERMORE NORTH BLVD(SUB TO CMES), GWINNETT                                                             |                       | 470,181            | MILLING/ RESURFACING                          | CMES                                     | CHETAN VEKARIYA              | 404-812-7879 |
| CITY OF SOUTH FULTON RESURFACING, FULTON                                                               |                       | 10,618,106         | ROAD RESURFACING                              | FULTON COUNTY DEPARTMENT OF PUBLIC WORKS | CHARLENE BANKS               | 404-412-1979 |
| M005494 RESURF US78/SR8, FULTON                                                                        |                       | 2,409,829          | RESURFACING                                   | GEORGIA DOT                              | SAM PANAH                    | 770-387-3680 |
| M004978 RESURF SR288, HALL                                                                             |                       | 3,842,455          | MILLING/ RESURFACING                          | GEORGIA DOT                              | CHRIS RAYMOND                | 404-326-6997 |
| M004814 RESURF SR 8, CLARKE/MADISON                                                                    |                       | 1,486,806          | MILLING/ RESURFACING                          | GEORGIA DOT                              | KRIS PHILLIPS                | 770-535-5758 |
| M005717 RESURF SR 92, SPALDING                                                                         |                       | 3,293,278          | MILLING/ RESURFACING                          | GEORGIA DOT                              | ROBERT SIMPSON               | 706-593-2644 |
| M005645 RESURF SR7, LAMAR/PIKE/SPALDING                                                                |                       | 810,304            | MILLING/ RESURFACING                          | GEORGIA DOT                              | LARNELL JEWELL               | 706-648-6100 |
| M005402-1265/SR 407 RESURFACE, CLAYTON/DEKALB/FULTON                                                   |                       | 10,354,312         | MILLING/ RESURFACING                          | GEORGIA DOT                              | MATT EARNEST                 | 706-648-6100 |
| M005651 SR0 RESURFACE, FULTON                                                                          |                       | 11,731,730         | MILLING/ RESURFACING                          | GEORGIA DOT                              | GEORGE BALDWIN               | 404-558-9699 |
| M005632 SR9@SR3 (NORTHSIDE DR TO ALLEN RD.), FULTON                                                    |                       | 3,752,083          | MILLING/ RESURFACING                          | GEORGIA DOT                              | STEVE HUBBARD                | 770-986-1011 |
| M005713 RESURF I-75/SR401 COBB-JV                                                                      |                       | 5,160,801          | MILLING/ RESURFACING                          | GEORGIA DOT                              | SAMSON GUESSESE              | 770-528-3238 |
| CHEROKEE RD WIDEN & RESURF, POLK                                                                       |                       | 47,221,008         | MILLING/ RESURFACING                          | GEORGIA DOT                              | JAMES HARRY                  | 770-528-3238 |
| M005638 RESURF SR42, FULTON                                                                            |                       | 865,325            | MILLING/ RESURFACING                          | POLK COUNTY BOC                          | BARRY ATKINSON               | 770-748-2100 |
| M005922 RESURF I-75/SR401, GORDON/WHITEFIELD                                                           |                       | 1,335,617          | WIDENING & RESURFACING                        | GEORGIA DOT                              | JONATHAN BILLUPS             | 404-905-4752 |
| ITB8418-13 2017 SRLOST 14 ROAD REHAB, ROCKDALE                                                         |                       | 37,319,782         | MILLING/ INLAY/ RESURFACING                   | GEORGIA DOT                              | KEITH DAY                    | 770-387-3680 |
| RICHARD B RUSSELL REG AIRPORT RUNWAY, FLOYD                                                            |                       | 4,314,712          | MILLING/ RESURFACING                          | ROCKDALE DOT                             | DAWN SRIVEY                  | 770-785-7553 |
| M005937-RESURF I-75/SR401, BARTOW                                                                      |                       | 1,447,659          | REHABILITATION & OVERLAY PROJECT              | FLOYD COUNTY BOC                         | JAMES MORIN                  | 770-864-2244 |
| #18-002 FAIRBURN GA FOR&PAVE, FULTON                                                                   |                       | 10,548,108         | MILLING/ RESURFACING                          | GEORGIA DOT                              | ROBERT BELL                  | 770-387-3680 |
| DELTA GSE SITE PREP (MCMV SUB TO SNFS JV)                                                              |                       | 1,778,282          | UTILITY, EMBANKMENT, STORM DRAIN, SITE PREP   | CITY OF FAIRBURN                         | LESTER THOMPSON              | 770-864-2244 |
| BEN EPS AIRPORT RUNWAY 8-27, ATHENS-CLARKE                                                             |                       | 8,637,772          | FULL-DEPTH RECLAMATION                        | SNFS JOINT VENTURE                       | ANDREW HOLBROOK              | 404-380-1432 |
| 15-008 2018 SPLOST RESURF, DOUGLAS CO                                                                  |                       | 10,583,882         | REHABILITATION & OVERLAY PROJECT              | UNIFIED GOVT ATHENS-CLARKE               | JACOB REDWINE                | 770-4035114  |
| 0015821 PAVE-SHOULDER REHAB, CATOOSA                                                                   |                       | 2,392,669          | MILLING/ RESURFACING                          | DOUGLAS COUNTY BOC                       | BILL PEACOCK                 | 770-920-7219 |
| M005701 RESURF SR 15, BANKS                                                                            |                       | 1,405,081          | REHABILITATION & OVERLAY PROJECT              | GEORGIA DOT                              | EMORY HARRIS                 | 706-272-2211 |
| M005734 RESURF SR 154/SR 155, DEKALB/FULTON                                                            |                       | 6,356,445          | MILLING/ RESURFACING, SHOULDER REHABILITATION | GEORGIA DOT                              | Doug WOOD                    | 706-384-7289 |
| M005003 RESURF SR 82/SR 85, FAYETTE/SPALDING                                                           |                       | 2,923,255          | MILLING/ RESURFACING                          | GEORGIA DOT                              | SAMSON GUESSESE              | 770-886-1011 |
| CITY OF CORNELIA 2018 PAVING, HABERSHAM                                                                |                       | 3,970,456          | MILLING/ INLAY/ RESURFACING                   | GEORGIA DOT                              | LARNELL JEWELL               | 706-648-6100 |
| M005937 RESURF SR 3, BARTOW                                                                            |                       | 501,521            | MILLING/ INLAY/ RESURFACING                   | GEORGIA DOT                              | JORDAN CLEMENT               | 706-768-4119 |
| M005798 RESURF SR139, CLAYTON                                                                          |                       | 3,227,358          | MILLING/ INLAY/ RESURFACING                   | HABERSHAM COUNTY BOARD OF COMMISSIONERS  | CHASE WEST                   | 770-387-3680 |
| M005732 RESURFASHOULDER REHAB SR15, HABERSHAM/RABUN                                                    |                       | 1,415,368          | MILLING/ INLAY/ RESURFACING                   | GEORGIA DOT                              | JOSHUA JOHNSON               | 404-558-6699 |
| M005801 SR42 RESURF, COBB                                                                              |                       | 7,100,827          | MILLING/ INLAY/ RESURFACING                   | GEORGIA DOT                              | JERRY THOMASON               | 706-348-4848 |
| M005889 SR141 RESURF, DEKALB/GWINNETT                                                                  |                       | 875,017            | MILLING/ RESURFACING                          | GEORGIA DOT                              | SAM HENDOW                   | 770-528-3238 |
| FY 2018-19 PAVING, OCONEE (2344 EXT)                                                                   |                       | 5,717,352          | MILLING/ RESURFACING                          | GEORGIA DOT                              | SAMSON GUESSESE              | 770-716-3920 |
| SFS-AT1-01-2018 ARSIDE OVERLAY (SIG FLIGHT SUPPORT)                                                    |                       | 2,223,339          | MILLING/ RESURFACING                          | COONEE COUNTY BOC                        | KARLA BARNETT                | 770-785-2944 |
| M005680 RESURF SR74, FULTON                                                                            |                       | 208,453            | PAVEMENT OVERLAY                              | SOUTHEASTERN SITE DEVELOPMENT            | JENNIFER AVERY               | 678-024-7770 |
| M004921 RESURF I-65/SR403, HARRIS/TROUP                                                                |                       | 1,067,223          | MILLING/ RESURFACING                          | SIGNATURE FLIGHT SUPPORT CORPORATION     | MARK JANSEN                  | 321-685-5091 |
| CP-335-204-1(2019), WESTMORELAND RD, WHITE                                                             |                       | 5,444,272          | MILLING/ RESURFACING                          | GEORGIA DOT                              | J.D. ABERGROMBIE             | 706-886-2165 |
| M005834 RESURF I-75 SR, SBL BUTTLERS/HENRY/SPALDING-JV                                                 |                       | 2,093,677          | MILLING/ RESURFACING                          | GEORGIA DOT                              | JOSHUA JOHNSON               | 404-558-6699 |
| A00684 STATE ROUTE 138 WALKER LANDSLIDE                                                                |                       | 31,412,509         | MILLING/ RESURFACING                          | WHITE COUNTY BOC                         | WILLIAM BOYD                 | 706-446-4115 |
| SRI CHATTOOGA COUNTY (EMERGENCY CONTRACT)                                                              |                       | 903,343            | MILLING/ INLAY/ RESURFACING                   | GEORGIA DOT                              | DAVID CANGEMI                | 706-865-2510 |
|                                                                                                        |                       | 17,075,340         | LANDSLIDE REPAIR                              | GEORGIA DOT                              | CARL CONGIES                 | 706-446-6100 |
|                                                                                                        |                       | 3,522,219          | CRACKING/ LEVELING EXISTING ROADWAY           | GEORGIA DOT                              | BRANDON CLAYTON              | 770-387-3680 |
|                                                                                                        |                       | 274,982            |                                               | GEORGIA DOT                              | BRANDON CLAYTON              | 770-387-3680 |



# 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                  | 706-546-8100 |
| M005839 RESURF SR1 SPRINGDALE TO MAPLE CARROLL             | 2,189,608          | MILLING/ INLAY/ RESURFACING          | GEORGIA DOT                    | JOHN LANKFORD               | 770-546-3522 |
| M005842 RESURF RD SWEETWATER CRK TO SR5 WEL-DOUGLAS-JV     | 15,259,075         | MILLING/ INLAY/ RESURFACING          | GEORGIA DOT                    | MARQUISE WEBB               | 404-558-8899 |
| M005864 RESURF SR20 FORSYTH                                | 3,063,461          | MILLING/ RESURFACING                 | GEORGIA DOT                    | SAM PANAH                   | 770-335-5759 |
| RESURF BAXTER AND LOTTIS RD. HARALSON                      | 835,181            | MILLING/ RESURFACING                 | HARALSON COUNTY PUBLIC WORKS   | TERRY EDWARDS               | 770-546-3278 |
| 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                  | 827,772            | RESURFACING                          | HEARD COUNTY BOC               | DAROLD WIGGINS              | 706-275-3223 |
| JONES COUNTY 2019 JONES                                    | 1,035,678          | RESURFACING & FULL DEPTH RECLAMATION | JONES COUNTY BOC               | JOHN LOWE                   | 478-886-6405 |
| CITY OF GRIFFIN EXPERIMENT ST., SPALDING                   | 453,559            | MILLING/ RESURFACING                 | CITY OF GRIFFIN                | CHRIS WALKER                | 770-228-6603 |
| THOMASTON-UPSON CO CIVIC CENTER, UPSON                     | 107,645            | MILLING/ RESURFACING                 | UPSON COUNTY BOC               | JASON TINSLEY               | 706-547-7012 |
| S015124 SR247 AT DAVIDSON RD. HOUSTON                      | 239,130            | TURN LANE-DESIGN BUILD               | GEORGIA DOT/HOUSTON COUNTY BOC | BRIAN JONES                 | 478-887-4280 |
| 0001595 PPM 48400, JASPER                                  | 554,140            | RESURFACING                          | GEORGIA DOT                    | SHANNON PASSMORE            | 478-552-4600 |
| 2019 LMIG Goolsby Rd., Jasper County                       | 615,493            | RESURFACING                          | JASPER COUNTY BOC              | MIKE BENTON                 | 706-558-4800 |
| 2019 LMIG, Lamar County                                    | 605,593            | RESURFACING                          | LAMAR COUNTY                   | SEAN TOWNSEND               | 770-558-5146 |
| THORNTON RD WIDENING, MONROE                               | 259,181            | WIDENING/ IMPROVEMENTS               | MONROE COUNTY BOC              | DON CARTER                  | 478-219-2600 |
| DAVIDSON RD WIDENING, HOUSTON                              | 229,130            | WIDENING                             | HOUSTON COUNTY PUBLIC WORKS    | BLAKE STODSTILL             | 478-387-4280 |
| 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                  | 770-558-0181 |
| HOUSTON COUNTY LANDFILL                                    | 45,808             | RESURFACING                          | PEED BROTHERS                  | TERRIE SALTER               | 478-882-5238 |
| 4200-19-07-061918 2019 LMIG, BUTTS                         | 587,592            | RESURFACING                          | BUTTS COUNTY BOC               | KIP WASHINGTON              | 770-775-8200 |
| M004560 SR127, HOUSTON                                     | 320,812            | MILLING/ RESURFACING                 | GEORGIA DOT                    | JEMARQUIS BAKER             | 478-886-7156 |
| 2019 LMIG RESURFACING, MURRAY                              | 945,116            | RESURFACING                          | MURRAY COUNTY PUBLIC WORKS     | MATTHEW SANFORD             | 706-665-3231 |
| 48400-DOT 0001558 PAVEMENT MAINT, WILKINSON (Sub to Dykes) | 228,150            | RESURFACING                          | EVERETT DYKES GRASSING         | WILL DELOACH                | 478-534-2707 |
| 2019 ASPHALT PAVING PHASE II, PICKENS                      | 1,207,884          | RESURFACING                          | PICKENS COUNTY                 | JOHN NICHOLSON              | 706-253-8817 |
| EMERGENCY REPAIR-INTERSTATE NORTH PARKWAY, CDDOT           | 80,111             | 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/OWNER                      | 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 |
| ED500-0545-00(020), Franklin, Stephens                              |                       | 50,440,488         | WIDENING/ RECONSTRUCTION/ CONSTRUCT BRIDGES   | GEORGIA DOT                             | ROBERT MABRY                        | 706-754-9559 |
| NH500-0000-00(331), Whitfield, I-75/SR 401 Rocky Face               |                       | 36,301,156         | INTERCHANGE RECONSTRUCTION/ CONSTRUCT BRIDGES | GEORGIA DOT                             | DEVON BROOKS                        | 706-272-2211 |
| F-0019-01 MSJL 00-0004-00 (430), Gwinnett, SR 20 SR 20              |                       | 28,886,104         | WIDENING/PAVING/SIDEWALK/CURB&GUTTER/SE WALLS | WINNETT COUNTY BOC                      | ALAN CHAPMAN                        | 770-422-8731 |
| CSNHS-0003-00(156, 157), Henry, SR 155                              |                       | 183,861,057        | DESIGN BUILD - WIDENING/ RECONSTRUCTION       | GEORGIA DOT                             | MICHAEL WILLIAMS                    | 770-228-7205 |
| NHS-0001-00(289)01, Clayton, Fulton 14th Street                     |                       | 82,691,427         | GRADING/WALLS                                 | GEORGIA DOT                             | DALE FERRIS                         | 404-559-6639 |
| 13-51, Clayton, Widening & Overlay                                  |                       | 3,301,259          | WIDENING/ OVERLAY                             | CLAYTON COUNTY BOC                      | LEXI MORGAN                         | 770-477-3689 |
| * STP00-1267-00(008), Oconee, SR 53                                 |                       | 6,167,526          | PAVING                                        | GEORGIA DOT                             | TIM PHILLIPS - GP'S ENTERPRISES     | 678-714-3700 |
| M004613 US 78/SR 10-C/LARKE                                         |                       | 1,760,013          | MILLING/ RESURFACING                          | GEORGIA DOT                             | SHANNON GILES                       | 770-224-9184 |
| * HOUSTON-GEORGIA DOT#103 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 #4110 SOUTH BARRETT RELIEVER PHZ INTERSECTION IMPROVEMENTS  |                       | 5,492,036          | MULTILANE 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                    | 404-559-6689 |
| M004593 RESURF SR 133, FULTON                                       |                       | 3,451,477          | MILLING/ RESURFACING                          | GEORGIA DOT                             | SCOTT FREDRICK                      | 770-535-5759 |
| CS/PP-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 |
| * 0099938 SR53/183 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                          | GEORGIA DOT                             | JUSTIN THOMPSON - VERTICAL EARTH    | 770-888-2224 |
| M005486 RESURF SR60, HALL                                           |                       | 2,346,136          | MILLING/ RESURFACING                          | GEORGIA DOT                             | SCOTT FREDRICK                      | 770-535-5759 |
| M005043 Resurf SR247 Sour, Houston                                  |                       | 905,483            | MILLING/ RESURFACING                          | CITY OF BROOKHAVEN                      | GREG JONES                          | 478-988-7151 |
| CITY OF BROOKHAVEN ITEM#17-056 RESURF, DEKALB                       |                       | 6,734,648          | MILLING/ RESURFACING                          | DAWSON COUNTY BOC                       | TYRA LITTLE                         | 706-344-3501 |
| DAWSON CO REHAB 4 ROADS                                             |                       | 5,589,303          | MILLING/ RESURFACING                          | CITY OF ATLANTA                         | SHERMA SOBERS                       | 706-696-6100 |
| FC-9581 CITY OF ATL. RESURF STREETCAR ROUTES                        |                       | 4,316,983          | REHABILITATION PROJECT                        | GEORGIA DOT                             | TRACEY PROUTY                       | 770-646-5522 |
| M005502 RESURF SR 165, CARROLL                                      |                       | 2,187,162          | RESURFACING                                   | DOUGLAS COUNTY BOC                      | SAMSON GUESSESSE                    | 770-986-1011 |
| * M005702 RESURF H45 SR403, GWINNETT/DEKALB-JV PHZ                  |                       | 29,988,957         | MILLING/ RESURFACING                          | GEORGIA DOT                             | BILL PEACOCK                        | 770-920-7247 |
| PATCH, MILL LEVEL RESURF SR2017-1, DOUGLAS                          |                       | 1,533,713          | MILLING/ RESURFACING                          | DOUGLAS COUNTY BOC                      | DAWN SPIVEY                         | 770-278-7553 |
| ITB 17-28 LMIG RESURF, ROCKDALE                                     |                       | 4,455,372          | MILLING/ RESURFACING                          | ROCKDALE DOT                            | SCOTT FREDRICK                      | 770-535-5759 |
| M005463 M005472, M005503 SR11, HALL                                 |                       | 3,687,000          | MILLING/ RESURFACING                          | PAULDING COUNTY BOC                     | GEORGIA DOT                         | 770-288-6027 |
| 2017 ASPHALT CONTRACT II, PAULDING                                  |                       | 1,746,897          | MILLING/ RESURFACING                          | OCONEE COUNTY BOC                       | KAREN BARNETT                       | 770-630-9763 |
| FY 2017 PAVING, OCONEE (2257 EXT)                                   |                       | 1,842,569          | CONSTRUCTION AND RESURFACING                  | GEORGIA DOT                             | CLAY MALONE                         | 770-535-5759 |
| M005510 145/SR403 OVERPASS, GWINNETT                                |                       | 2,391,716          | MILLING/ RESURFACING                          | GEORGIA DOT                             | AUDREY TURNER                       | 770-476-2454 |
| M005512 RESURFACE SR369, HALL                                       |                       | 1,537,864          | MILLING/ RESURFACING                          | CITY OF DULUTH PUBLIC WORKS             | CHETAN VEKARIYA - CMES              | 770-982-1905 |
| * CITY OF DULUTH 2017 LMIG, GWINNETT                                |                       | 1,267,325          | MILLING/ RESURFACING                          | HENRY COUNTY BOARD OF COMMISSIONERS     | BRANDON DEMORE                      | 770-535-5759 |
| * JOE CO RD @ BLACKHALL (SUB TO CMES), HENRY                        |                       | 351,535            | INTERSECTION IMPROVEMENTS                     | GEORGIA DOT                             | BOBBY ELLIOTT                       | 770-459-7000 |
| M005579 RESURF SR 211, BARROW/GWINNETT/HALL                         |                       | 1,728,749          | RESURFACING                                   | CITY OF VILLA RICA                      | CHRIS WALKER                        | 770-229-6603 |
| 17-001 VARIOUS ROADWAY IMP. CITY OF VILLA RICA, CARROLL             |                       | 1,230,529          | ROADWAY IMPROVEMENTS                          | CITY OF GRIFFIN PUBLIC WORKS DEPARTMENT | DAVID FORRESTER                     | 770-397-3680 |
| 18-011 CITY OF GRIFFIN MILL & RESURF, SPALDING                      |                       | 276,900            | MILLING/ RESURFACING                          | GEORGIA DOT                             | RODNEY SIMON                        | 770-528-3238 |
| M005627/M005707 RESURF SR5, CHEROKEE                                |                       | 2,586,868          | MILLING/ RESURFACING                          | GEORGIA DOT                             | LEE UPKINS - JACOBS                 | 404-559-6699 |
| M005650 RESURF SR8, COBB                                            |                       | 445,791            | MILLING/ RESURFACING                          | GEORGIA DOT                             | MAX JANANEH                         | 770-535-5759 |
| M005646 RESURF SR 5, DOUGLAS                                        |                       | 924,378            | MILLING/ RESURFACING                          | GEORGIA DOT                             | ELISABETH SHELTON - VERTICAL EARTH  | 770-888-2224 |
| M004598 RESURF SR323, HALL                                          |                       | 1,670,373          | MILLING/ RESURFACING                          | HENRY COUNTY BOARD OF COMMISSIONERS     | MATT ANDREWS - MCLEROY, INC.        | 770-587-3514 |
| * JOHNS CREEK, KIMBALL BRIDGE RD (SUB TO VERT. EARTH), FULTON       |                       | 2,785,363          | MILLING/ RESURFACING                          | COBB COUNTY DOT                         | DENISE HATABIAN                     | 770-528-3656 |
| * TURNER CHURCH RD PAVE (SUB TO MCLEROY), HENRY                     |                       | 281,555            | MILLING/ RESURFACING                          | HARRIS COUNTY BOARD OF COMMISSIONERS    | NANCY MCMICHAEL                     | 706-675-3821 |
| X2906 2018 LMIG MAJOR THOROUGHFARE, COBB                            |                       | 9,745,636          | RESURFACING                                   | HEARD COUNTY BOARD OF COMMISSIONERS     | PATTY JILES                         | 770-749-2100 |
| 2018 LMIG FOUR ROADS, HARRIS                                        |                       | 894,000            | RESURFACING                                   | POLK COUNTY BOC                         | BERRY ATKINSON                      | 770-535-5759 |
| RESURFACING FROLOVA RD, HEARD                                       |                       | 283,306            | WIDENING & RESURFACING                        | GEORGIA DOT                             | BRANDON DEMORE                      | 404-631-1388 |
| CHEROKEE RD WIDEN & RESURF, POLK                                    |                       | 865,325            | RESURFACING & SHOULDER REHAB                  | GEORGIA DOT                             | BILL WRIGHT                         | 770-517-1400 |
| M005585 RESURF-SHOULDER REHAB SR283, HALL                           |                       | 1,462,388          | EMERGENCY MSE WALL REPAIR                     | MURRAY COUNTY GOVERNMENT                | MATTHEW SANFORD                     | 770-646-3278 |
| M004981 L75 MSE Wall Emergency Repair, Cobb                         |                       | 2,300,598          | RESURFACING                                   | HARALSON COUNTY BOARD OF COMMISSIONERS  | TERRY EDWARDS                       | 770-943-8010 |
| 2018 LMIG RESURFACING, MURRAY                                       |                       | 731,385            | MILLING/ RESURFACING                          | CITY OF POWDER SPRINGS                  | JOHN VASICAK                        | 770-647-2824 |
| 2018 PAVE 3 ROADS, HARALSON                                         |                       | 877,500            | MILLING/ RESURFACING                          | UPSON COUNTY BOARD OF COMMISSIONERS     | H. ALLEN SALTER                     | 706-965-2500 |
| RFP#18-001 CITY OF POWDER SPGS LMIG, COBB                           |                       | 238,424            | RESURFACING                                   | CATTOOSA COUNTY                         | CHRISTAL THOMAS                     |              |
| ITB 002-2018 LMIG RESURFACE, UPSON CO                               |                       | 1,152,224          | MILLING/ RESURFACING                          |                                         |                                     |              |
| FDR-PAVE 2018 VARIOUS COUNTY RDS, CATTOOSA                          |                       | 1,888,917          | RESURFACING                                   |                                         |                                     |              |

538,841,327

- \* 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.

**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

*Uneda 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

C. W. MATTHEWS CONTRACTING CO., INC. has not received a new

Occupational Tax Certificate from City of Stockbridge for 2022

# 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****NOT TRANSFERABLE****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

**C. W. MATTHEWS CONTRACTING CO., INC. has not received a new**

**Occupational Tax Certificate from Cobb County for 2022**

|           |           |           |           |           |              |      |
|-----------|-----------|-----------|-----------|-----------|--------------|------|
| 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

*Elisavinda Webb*  
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

### 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

#### **C.W. MATTHEWS CONTRACTING CO., 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 : 20661146  
Date Inc/Auth/Filed: 02/27/1946  
Jurisdiction : Georgia  
Print Date : 03/29/2021  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State



# **C. W. MATTHEWS CONTRACTING CO., INC.**

DRAWER 970

**MARIETTA, GEORGIA 30061**

TELEPHONE (770) 422-7520  
FAX (770) 422-1068

January 6, 2022

City of Stockbridge  
Attention: Lindell Y. Miller, CPPO  
Procurement Division  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

Re: ITB NO. 2021-0015  
2022 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, Jr.  
Vice President – General & Administration  
Assistant Corporate Secretary

BMB/bbn

Enclosure



STATUS OF CONTRACTS ON HAND November 30, 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<br>PROJECTS<br>LOCATION AND DESCRIPTION                  | 2<br>TOTAL<br>OBLIGATIONS | 3<br>SUBCONTRACTED<br>TO OTHERS (-) | 4<br>NET<br>OBLIGATIONS | 5<br>PORTION OF NET<br>COMPLETED (-) | 6<br>NET UNCOMPLETED<br>WORK UNDER CONTRACT |
|------------------------------------------------------------|---------------------------|-------------------------------------|-------------------------|--------------------------------------|---------------------------------------------|
|                                                            |                           |                                     |                         |                                      |                                             |
| CSSTP-0006-00(900/901), DOUGLAS                            | \$77,948,295.51           | \$35,475,014.78                     | \$42,473,280.73         | \$40,846,575.02                      | \$1,626,705.71                              |
| STP00-0001-00(817)CW GRANT PKWY                            | \$46,252,562.73           | \$9,910,443.19                      | \$36,342,119.54         | \$25,574,249.06                      | \$10,767,870.48                             |
| NHIMO-0016-01(092), WIDEN/RECONSTR I-16, BIBB              | \$70,564,694.29           | \$34,087,130.93                     | \$36,477,563.36         | \$33,426,129.71                      | \$3,051,433.65                              |
| STP00-0004-00(915) SR140 OOTH CREEK (GPS), BARTOW/FLOYD    | \$17,647,167.98           | \$4,831,033.34                      | \$12,816,134.64         | \$9,615,367.10                       | \$3,200,767.54                              |
| STP00-0164-01(029) SR54, CLAYTON/FAYETTE                   | \$43,864,113.38           | \$12,232,962.73                     | \$31,631,150.65         | \$24,948,501.18                      | \$6,682,649.47                              |
| STPIM-0180-01(006) RECONSTR SR 151 ALABAMA HWY, CATOOSA    | \$20,787,580.74           | \$5,764,173.06                      | \$15,023,407.68         | \$13,724,519.41                      | \$1,298,888.27                              |
| CSSTP-0007-00(691) WIDEN/RECONSTR SR92, DOUGLAS/PAULDING   | \$52,687,866.49           | \$11,529,697.87                     | \$41,158,168.62         | \$17,994,028.20                      | \$23,164,140.42                             |
| FC-10077 CITY OF ATL SPRING ST VIADUCT, FULTON             | \$15,117,210.37           | \$4,714,952.00                      | \$10,402,258.37         | \$6,788,380.07                       | \$3,613,878.30                              |
| JEFFERSONVILLE RD #18-026, MACON-BIBB                      | \$17,617,479.13           | \$6,523,658.88                      | \$11,093,820.25         | \$8,460,055.15                       | \$2,633,765.10                              |
| 0000297 WIDEN/RECONSTR US19/SR3, UPSON                     | \$15,346,908.01           | \$4,005,356.62                      | \$11,341,551.39         | \$6,517,418.01                       | \$4,824,133.38                              |
| ITB#18-149 REPLACE/WIDEN VALLEY HILL RD BRIDGE, CLAYTON    | \$8,154,585.91            | \$2,264,725.21                      | \$5,889,860.70          | \$1,899,535.03                       | \$3,990,325.67                              |
| 0006862, 731865 SR92 RECONSTRUCTION, COBB                  | \$59,314,778.53           | \$28,532,794.76                     | \$30,781,983.77         | \$20,538,052.25                      | \$10,243,931.52                             |
| 007174 CONSTRUCT 2 BRIDGES US41/PEACHTREE CRK, FULTON      | \$20,013,790.61           | \$11,463,174.00                     | \$8,550,616.61          | \$8,101,146.94                       | \$449,469.67                                |
| N.PERIMETER/FERROVAL RFP102 (BRIDGE 2,3,4,5), FULTON       | \$4,754,930.52            | \$513,703.37                        | \$4,241,227.15          | \$2,979,603.59                       | \$1,261,623.56                              |
| BL016-19 HARBINS RD AT SR316, GWINNETT                     | \$30,586,710.90           | \$9,514,167.16                      | \$21,072,543.74         | \$17,466,462.45                      | \$3,606,081.29                              |
| X2116 OLD HWY 41 OVER CSX RR, COBB                         | \$3,068,389.35            | \$1,183,830.57                      | \$1,884,558.78          | \$1,677,339.51                       | \$207,219.27                                |
| WIDEN & RECONSTRUCT SR382, GILMER                          | \$6,385,447.10            | \$2,131,091.64                      | \$4,254,355.46          | \$2,551,512.54                       | \$1,702,842.92                              |
| 0012700 / NHIMO-0016-01(104) BIBB (GA ASPH)                | \$5,104,857.06            | \$0.00                              | \$5,104,857.06          | \$2,889,371.17                       | \$2,215,485.89                              |
| PI 0012621 MAXHAM ROAD IMPROVEMENTS, DOUGLAS               | \$3,087,258.29            | \$1,145,101.93                      | \$1,942,156.36          | \$1,592,900.22                       | \$349,256.14                                |
| 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)   | \$2,252,642.73            | \$0.00                              | \$2,252,642.73          | \$1,104,315.85                       | \$1,148,326.88                              |
| PI 0012757&0012758 I-16 RECON/WIDEN, CHATHAM (SUB TO SMC)  | \$26,403,788.44           | \$5,000.00                          | \$26,398,788.44         | \$5,399,784.55                       | \$20,999,003.89                             |
| PI 722030 TARA BLVD US19/41/SR3, CLAYTON                   | \$26,394,350.85           | \$6,090,227.28                      | \$20,304,123.57         | \$5,389,902.08                       | \$14,914,221.49                             |
| X2309 X2704 E7350 MCCOLLUM PKWY, COBB                      | \$4,870,726.62            | \$1,767,766.16                      | \$3,102,960.46          | \$2,238,669.40                       | \$864,291.06                                |
| 0009164 SR 20 WIDENING AND RECONSTRUCTION, CHEROKEE        | \$28,206,900.46           | \$12,539,558.67                     | \$15,667,341.79         | \$5,748,042.32                       | \$9,919,299.47                              |
| 0008314 SR136 CONN AND EXT TO SR515, PICKENS               | \$13,616,491.24           | \$4,675,666.42                      | \$8,940,824.82          | \$5,218,385.14                       | \$3,722,439.68                              |
| 0013545 DB I-85 WIDENING PH 2, JACKSON                     | \$96,047,285.29           | \$29,232,715.80                     | \$66,814,569.49         | \$12,060,412.03                      | \$54,754,157.46                             |
| 2604- 0012577 I-185/SR411 DDI BUENA VISTA RD, MUSCOGEE     | \$25,915,875.25           | \$8,279,067.60                      | \$17,636,807.65         | \$3,878,803.25                       | \$13,758,004.40                             |
| 009679 SPOUT SPRINGS ROAD, HALL (Sub to GP's)              | \$7,602,201.50            | \$0.00                              | \$7,602,201.50          | \$2,765,696.04                       | \$4,836,505.46                              |
| 2612 - 621410 OLD ALABAMA RD WIDEN AND RECONSTR, BARTOW    | \$71,954,098.51           | \$17,636,619.88                     | \$54,317,478.63         | \$16,003,214.15                      | \$38,314,264.48                             |
| M006040 US19/SR3 (HWY 41) MILL INLAY RESURF, CLAYTON       | \$5,737,594.70            | \$1,188,498.00                      | \$4,549,096.70          | \$4,349,393.95                       | \$199,702.75                                |
| 2618- #20-48 WIDEN WEST VILLAGE PKWY/PANOLA RD, HENRY      | \$6,527,082.46            | \$1,345,772.85                      | \$5,181,309.61          | \$2,042,267.75                       | \$3,139,041.86                              |
| 2620 - 20-101257 PDK 11 TAXIWAY IMP, DEKALB (Sub to Astra) | \$1,270,104.01            | \$0.00                              | \$1,270,104.01          | \$1,145,320.08                       | \$124,783.93                                |
| M005871 I-75/SR401 RESURFACING, MONROE                     | \$34,779.52               | \$0.00                              | \$34,779.52             | \$27,405.86                          | \$7,373.66                                  |



| 1                                                            | 2                    | 3                              | 4                  | 5                               | 6                                      |
|--------------------------------------------------------------|----------------------|--------------------------------|--------------------|---------------------------------|----------------------------------------|
| PROJECTS<br>LOCATION AND DESCRIPTION                         | TOTAL<br>OBLIGATIONS | SUBCONTRACTED<br>TO OTHERS (-) | NET<br>OBLIGATIONS | PORTION OF NET<br>COMPLETED (-) | NET UNCOMPLETED<br>WORK UNDER CONTRACT |
| 2626- CARTERSVILLE-BARTOW AIRPORT RNMV REHAB & EMAS, BARTOW  | \$3,909,726.67       | \$1,035,525.45                 | \$2,874,201.22     | \$2,425,818.72                  | \$448,382.50                           |
| 2630 - 2020 RESURF & STRIPING, UPSON                         | \$7,206,897.33       | \$982,158.67                   | \$6,224,738.66     | \$5,649,873.65                  | \$574,865.01                           |
| 2635- M006001 SR 60 SPUR, FANNIN                             | \$1,404,378.57       | \$122,092.40                   | \$1,282,286.17     | \$1,095,952.78                  | \$186,333.39                           |
| 2641 - ITB#20-95 WIDEN BATTLE CRK @ MT ZION, CLAYTON         | \$50,385,611.52      | \$13,644,635.83                | \$36,740,975.69    | \$1,852,219.13                  | \$34,888,756.56                        |
| 2021 Paving Rebid, Macon/Bibb                                | \$37,545.63          | \$0.00                         | \$37,545.63        | \$18,517.76                     | \$19,027.87                            |
| 2644- M005992 SR13, DEKALB                                   | \$2,095,907.73       | \$454,113.00                   | \$1,641,794.73     | \$1,503,459.11                  | \$138,335.62                           |
| 2647 ITB#20-324-J ROSWELL HOLCOMB BRIDGE RD IMP, FULTON      | \$5,760,889.00       | \$2,561,190.19                 | \$3,199,698.81     | \$1,308.07                      | \$3,198,390.74                         |
| 2649 - M005993 Resurfacing US 19/SR 3, Clayton               | \$2,056,952.75       | \$185,187.42                   | \$1,871,765.33     | \$1,749,645.58                  | \$122,119.75                           |
| 2650-0007526 SR 400 Widen & Int Imp McGinnis, Fulton/Forsyth | \$44,068,410.90      | \$15,923,739.48                | \$28,144,671.42    | \$683,509.29                    | \$27,461,162.13                        |
| 2654 - M005987 SR 138 TO SR 279, FULTON                      | \$1,698,602.91       | \$238,512.50                   | \$1,460,090.41     | \$662,578.48                    | \$797,511.93                           |
| 2655- M005989 SR 92 BEG. @ GREENE ST, FULTON                 | \$2,853,577.44       | \$373,375.00                   | \$2,480,202.44     | \$2,214,817.58                  | \$265,384.86                           |
| 2656 - M005001 SR 18 TO SR 42, LAMAR/MONROE                  | \$3,230,840.36       | \$356,056.26                   | \$2,874,784.10     | \$2,832,214.56                  | \$42,569.54                            |
| 2657 M006005 US 27/SR 1 POLK                                 | \$4,231,498.33       | \$293,499.00                   | \$3,937,999.33     | \$1,099,061.67                  | \$2,838,937.66                         |
| 19-196-3150, RONALD REGAN BLVD. EXT. (SUB TO GP'S), FORSYTH  | \$3,795,555.59       | \$0.00                         | \$3,795,555.59     | \$0.00                          | \$3,795,555.59                         |
| IFB#21-001 OAKLEY INDUSTRIAL BLVD, CITY OF FAIRBURN          | \$2,609,882.87       | \$1,428,120.10                 | \$1,181,762.77     | \$1,080,074.67                  | \$101,688.10                           |
| 2660 - M006006 SR 1 EXTENDING TO SR 166, CAROL               | \$1,734,330.71       | \$163,695.80                   | \$1,570,634.91     | \$0.00                          | \$1,570,634.91                         |
| 2661-0009975; 0013999 CONST. OF A ROUNDABOUT, TROUP          | \$15,928,272.11      | \$4,334,797.96                 | \$11,593,474.15    | \$538,427.80                    | \$11,055,046.35                        |
| 2663- COBB CO. LMIG X2915 RESURF 2021-1 COUNTYWIDE MAJ       | \$9,291,103.93       | \$797,405.95                   | \$8,493,697.98     | \$4,945,862.04                  | \$3,547,835.94                         |
| 2664 - CLAYTON CO. 2021 SPOLOST MILL & RESURF DIST. 3&4      | \$5,185,695.29       | \$1,322,282.88                 | \$3,863,412.41     | \$2,134,330.61                  | \$1,729,081.80                         |
| CITY OF SOUTH FULTON-TSPLOST ROAD RESURFACING, FULTON        | \$15,827,366.00      | \$1,055,981.30                 | \$14,771,384.70    | \$7,068,872.37                  | \$7,702,512.33                         |
| 2668 M006093 SR 247 RESURF, BIBB                             | \$2,721,935.96       | \$478,878.00                   | \$2,243,057.96     | \$1,690,305.10                  | \$552,752.86                           |
| 2669 - M005261 SR 194-RESURF & SHOULDER REHAB, MERIWETHER    | \$1,242,986.76       | \$108,537.10                   | \$1,134,449.66     | \$873,701.80                    | \$260,747.86                           |
| 2670 - M006092 US80/SR 22 MILL, INLAY, RESURF, MUSCOGEE      | \$3,041,540.00       | \$510,653.50                   | \$2,530,886.50     | \$2,371,918.52                  | \$158,967.98                           |
| 2671- 0016845 CONST OF A BRIDGE OVER SHAW BRANCH, WALKER     | \$1,050,578.88       | \$292,830.44                   | \$757,748.44       | \$235,747.27                    | \$522,001.17                           |
| 2673 - I-75 @ 1-16 WDEN & RECONST (SUB TO WEBBER/UG), BIBB   | \$7,694,504.24       | \$0.00                         | \$7,694,504.24     | \$72,204.55                     | \$7,622,299.69                         |
| ASPHALT RESURFACING VARIOUS ROADS, HEARD CO.                 | \$794,323.00         | \$57,808.48                    | \$736,514.52       | \$0.00                          | \$736,514.52                           |
| 2676 - GDOT PVMT PRESERVATION I-85 @ SR 20, GWINNETT         | \$1,493,000.00       | \$113,945.00                   | \$1,379,055.00     | \$1,232,961.35                  | \$146,093.65                           |
| 2678 2678- ATLANTA GA DEKALB AVE SAFETY IMPROVEMENTS         | \$2,560,146.42       | \$160,637.37                   | \$2,399,509.05     | \$0.00                          | \$2,399,509.05                         |
| M005909 SR 116/SR 219 RESURF & SHOULDER REHAB, HARRIS        | \$2,474,542.14       | \$210,877.17                   | \$2,263,664.97     | \$348,004.48                    | \$1,915,660.49                         |
| 2680 - M005150 SR 83, MILL, INLAY, RESURF, JASPER            | \$3,039,079.81       | \$314,811.00                   | \$2,724,268.81     | \$0.00                          | \$2,724,268.81                         |
| M005910 SR 74, MILL, INLAY, RESURF, SHOULDER REHAB, MONROE   | \$1,902,462.52       | \$247,298.90                   | \$1,655,163.62     | \$1,173,725.19                  | \$481,438.43                           |
| 0017038 SR 5, WIDENING & RECONSTRUCTION, FANNIN              | \$21,285,772.89      | \$8,723,773.60                 | \$12,561,999.29    | \$0.00                          | \$12,561,999.29                        |
| PERRY-HOUSTON CO AIRPORT-RUNWAY 18-36 REHAB & EXT., HOUSTON  | \$2,158,668.31       | \$336,096.50                   | \$1,822,571.81     | \$0.00                          | \$1,822,571.81                         |
| 2684 - CHEROKEE CO.-2021 RESURF PROJECT #75708, CHEROKEE     | \$3,085,797.40       | \$265,240.55                   | \$2,820,556.85     | \$2,662,280.87                  | \$158,275.98                           |
| 2687 - 18025 - GREENSBORO E LOOP C204096, GUILFORD COUNTY NC | \$19,220,631.40      | \$0.00                         | \$19,220,631.40    | \$477,564.00                    | \$18,743,067.40                        |
| 20017-DEKALB BRIDGE RESTORATION I-675 SB OVER I-285          | \$1,406,040.96       | \$339,725.00                   | \$1,066,315.96     | \$912,237.88                    | \$154,078.08                           |
| 2693-21006-TERMINAL T. NORTH-CPTC FC-8913 JV W/TECHNIQUE     | \$14,463,240.47      | \$4,509,300.49                 | \$9,953,939.98     | \$1,475,266.78                  | \$8,478,673.20                         |
| 2694-21007-IFB-C-1210094 RAMP 19 & TAXILANE A3 PVMT REPLCMNT | \$52,792,960.25      | \$18,258,352.48                | \$34,534,607.77    | \$12,504,700.33                 | \$22,029,907.44                        |
| IFB-C-1210161-RUNWAY 9L END-AROUND TAXIWAY PHASE 2, CLAYTON  | \$55,921,870.40      | \$30,794,541.43                | \$25,127,328.97    | \$7,295,105.92                  | \$17,832,223.05                        |
| M005916 MILLING & RESURF SR 72/SR 8/SR 172, CLARKE & MADISON | \$4,144,480.00       | \$328,661.50                   | \$3,815,818.50     | \$0.00                          | \$3,815,818.50                         |
| M005985 MILLING/INLAY/RESURF SR 360, COBB                    | \$2,348,747.91       | \$356,360.75                   | \$1,992,387.16     | \$495,384.04                    | \$1,497,003.12                         |
| 2698 - M006125 MILLING/INLAY/RESURF SR 140, FULTON           | \$2,027,401.82       | \$321,020.25                   | \$1,706,381.57     | \$237,141.04                    | \$1,469,240.53                         |
| 2699 M006121 MILLING/INLAY/RESURF SR20/SR 316, GWINNETT      | \$4,251,041.96       | \$471,426.20                   | \$3,779,615.76     | \$2,177,101.07                  | \$1,602,514.69                         |
| CARGO MAINTENANCE BUILDING                                   | \$3,892,947.71       | \$487,748.50                   | \$3,405,199.21     | \$378,335.56                    | \$3,026,863.65                         |
| 2701 - CARGO K-9 BUILDING                                    | \$3,959,010.04       | \$234,991.95                   | \$3,724,018.09     | \$281,271.44                    | \$3,442,746.65                         |



| 1<br>PROJECTS<br>LOCATION AND DESCRIPTION                    | 2<br>TOTAL<br>OBLIGATIONS | 3<br>SUBCONTRACTED<br>TO OTHERS (-) | 4<br>NET<br>OBLIGATIONS | 5<br>PORTION OF NET<br>COMPLETED (-) | 6<br>NET UNCOMPLETED<br>WORK UNDER CONTRACT |
|--------------------------------------------------------------|---------------------------|-------------------------------------|-------------------------|--------------------------------------|---------------------------------------------|
|                                                              |                           |                                     |                         |                                      |                                             |
| 2702- 1910-10110-GCT CAPACITY IMPROVEMENTS, PHASE 2, CHATHAM | \$2,918,802.13            | \$0.00                              | \$2,918,802.13          | \$543,723.02                         | \$2,375,079.11                              |
| 2704 - GDOT PVMT PRESERVATION SR 13, GWINNETT                | \$748,140.00              | \$224,313.20                        | \$523,826.80            | \$493,051.27                         | \$30,775.53                                 |
| 2705-LMIG RECLAMATION, RESURFACING & PATCHING, JONES COUNTY  | \$1,324,744.21            | \$378,051.52                        | \$946,692.69            | \$432,939.53                         | \$513,753.16                                |
| CCPW 2021-15 LMIG RESURFACING, CATOOSA                       | \$2,869,083.02            | \$337,156.40                        | \$2,531,926.62          | \$925,131.42                         | \$1,606,795.20                              |
| 2707-M006115 MILL & RESURF SR 92, CHEROKEE                   | \$6,229,590.55            | \$863,128.00                        | \$5,366,462.55          | \$0.00                               | \$5,366,462.55                              |
| 0015051 I-75/SR401 AKERS MILL ROAD, COBB                     | \$16,089,072.86           | \$10,044,751.07                     | \$6,044,321.79          | \$0.00                               | \$6,044,321.79                              |
| M005634 MILL, INLAY, RESURFACING US 41/SR 20, BARTOW/FLOYD   | \$3,783,945.01            | \$384,140.50                        | \$3,399,804.51          | \$0.00                               | \$3,399,804.51                              |
| M005744 MILL, RESURF, SHOULDER REHAB SR 52, HALL/JACKSON     | \$3,879,579.51            | \$334,927.00                        | \$3,544,652.51          | \$0.00                               | \$3,544,652.51                              |
| 2711 - 0009901 CONSTR. OF A ROUNDABOUT I-20/SR 402, HARALSON | \$4,019,202.42            | \$877,693.57                        | \$3,141,508.85          | \$0.00                               | \$3,141,508.85                              |
| 2712-M006095 MILL, RESURF, SHOULDER REHAB US27/SR1, HEARD    | \$7,469,586.93            | \$509,154.51                        | \$6,960,432.42          | \$0.00                               | \$6,960,432.42                              |
| M006131 MILL, RESURF, SHOULDER REHAB US 129/SR 11, LUMPKIN   | \$2,710,550.00            | \$260,100.00                        | \$2,450,450.00          | \$0.00                               | \$2,450,450.00                              |
| 2714 - 0013601 CONSTR OF A BRIDGE & APPROACHES SR 219, MUSCO | \$5,139,534.29            | \$1,454,021.58                      | \$3,685,512.71          | \$0.00                               | \$3,685,512.71                              |
| 2715 - 0013971 INTERSECTION IMPROVMENTS SR 42 @ SR 236, DEK  | \$6,744,177.14            | \$2,562,622.73                      | \$4,181,554.41          | \$0.00                               | \$4,181,554.41                              |
| 2717- JONESBORO ROAD RESURFACING, HENRY                      | \$2,426,000.00            | \$158,324.00                        | \$2,267,676.00          | \$0.00                               | \$2,267,676.00                              |
| 2718-IFB-C-1210316 HJIA SOUTH CARGO PARKING LOT EXP, CLAY    | \$2,324,097.80            | \$1,719,249.87                      | \$604,847.93            | \$0.00                               | \$604,847.93                                |
| 2719ITB21-73 MILLING & RESURFACING OF MCDONOUGH ROAD, CLAYTO | \$4,330,110.98            | \$458,854.90                        | \$3,871,256.08          | \$0.00                               | \$3,871,256.08                              |
| 2720 - 2021 LMIG PAVING (4200-22-01-071421), BUTTS COUNTY    | \$1,492,700.00            | \$35,616.50                         | \$1,457,083.50          | \$0.00                               | \$1,457,083.50                              |
| M006145 MILL, INLAY, PLANT RESURF MIX SR 155 @ SR 10, DEKALB | \$4,840,316.10            | \$1,225,303.00                      | \$3,615,013.10          | \$0.00                               | \$3,615,013.10                              |
| 2722-M006144 MILL, INLAY, PLANT RESURF MIX SR 5, DOUGLAS     | \$2,592,030.98            | \$427,892.90                        | \$2,164,138.08          | \$0.00                               | \$2,164,138.08                              |
| 2723- 0008598 CONSTR OF A BRIDGE & APPROACHES, FAYETTE       | \$3,952,076.43            | \$895,695.25                        | \$3,056,381.18          | \$0.00                               | \$3,056,381.18                              |
| 2724 - 0013296 CONSTR OF 2 ROUNDABOUTS @I-75/SR 401, BARTOW  | \$9,247,046.11            | \$1,386,603.20                      | \$7,860,442.91          | \$0.00                               | \$7,860,442.91                              |
| 2725- NELSON STREET BRIDGE                                   | \$4,051,048.00            | \$1,160,115.15                      | \$2,890,932.85          | \$0.00                               | \$2,890,932.85                              |
| 2726- #21-208 INTERSECTION IMPROVEMENT, JOHNS CREEK          | \$5,333,332.33            | \$2,020,615.31                      | \$3,312,717.02          | \$0.00                               | \$3,312,717.02                              |
| GDOT PVMT PRESERVATION I-575, CHEROKEE                       | \$348,260.00              | \$74,214.00                         | \$274,046.00            | \$228,748.98                         | \$45,297.02                                 |
| HARDEN HILL ROAD RESURFACING, CITY OF WATKINSVILLE           | \$186,891.50              | \$9,442.00                          | \$177,449.50            | \$0.00                               | \$177,449.50                                |
| 2730 - PR-IMP(1846)-1 SEVEN HILLS BLVD ROUND ABOUT, PAULDING | \$4,413,515.82            | \$1,400,363.51                      | \$3,013,152.31          | \$17,162.00                          | \$2,995,990.31                              |
| 2731 - 5.8T-RIVERBEND ROAD @ SR 3, WHITFIELD                 | \$1,796,448.99            | \$344,979.82                        | \$1,451,469.17          | \$0.00                               | \$1,451,469.17                              |
| 2732- EA-C1220057, CHESHIRE BRIDGE ROAD BRIDGE DEMOLITION    | \$914,214.33              | \$332,112.83                        | \$582,101.50            | \$0.00                               | \$582,101.50                                |
| M006129 MILL, INLAY, RESURF, SHOULDER REHAB SR 15, CLARKE    | \$1,792,764.00            | \$151,324.70                        | \$1,641,439.30          | \$0.00                               | \$1,641,439.30                              |
| 2734-0013721 WIDEN & RECONST FOR TURN LANES @ SR 34, COWETA  | \$3,091,030.25            | \$1,056,777.05                      | \$2,034,253.20          | \$0.00                               | \$2,034,253.20                              |
| M006098 MILL, INLAY, RESURF, SHOULD REHAB SR 34, COWETA      | \$3,802,950.83            | \$354,129.20                        | \$3,448,821.63          | \$0.00                               | \$3,448,821.63                              |
| 2736- M006148 MILL, INLAY, RESURF SR 5, DOUGLAS              | \$2,553,197.41            | \$266,255.00                        | \$2,286,942.41          | \$0.00                               | \$2,286,942.41                              |
| M005745 MILL, INLAY, RESURF, SHOULDER REHAB SR 98, MADISON   | \$2,419,677.00            | \$141,765.70                        | \$2,277,911.30          | \$0.00                               | \$2,277,911.30                              |
| 2738 - GDOT PVMT PRESERVATION SR 96, PEACH                   | \$893,405.00              | \$151,891.90                        | \$741,513.10            | \$0.00                               | \$741,513.10                                |
| 2740 - GDOT PVMT PRESERVATION SR 10 LOOP, CLARKE & OCONEE    | \$1,124,700.00            | \$357,582.99                        | \$767,117.01            | \$535,535.29                         | \$231,581.72                                |
| 2742 - IFB-C-1210246-CASCADE ROAD JV WITH KELLY              | \$10,538,661.30           | \$2,869,072.00                      | \$7,669,589.30          | \$0.00                               | \$7,669,589.30                              |
| 2743- GDOT PVMT PRESERVATION SR 197, RABUN                   | \$806,130.00              | \$110,123.14                        | \$696,006.86            | \$0.00                               | \$696,006.86                                |
| M006117 MILL, INLAY, & PLANT MIX RESURFACING SR 166, CARROLL | \$3,915,061.70            | \$282,117.00                        | \$3,632,944.70          | \$0.00                               | \$3,632,944.70                              |
| 2747- GDOT PVMT PRESERVATION SR 36, BUTTS                    | \$249,158.03              | \$21,400.00                         | \$227,758.03            | \$0.00                               | \$227,758.03                                |
| GDOT PVMT PRESERVATION SR 85, MUSCOGEE                       | \$953,122.00              | \$146,800.00                        | \$806,322.00            | \$0.00                               | \$806,322.00                                |
| 2750-M006173 RESURFACING & SHOULDE REHAB,FRANKLIN & STEPHENS | \$2,083,066.00            | \$228,487.15                        | \$1,854,578.85          | \$0.00                               | \$1,854,578.85                              |
| 2751 - M006226 RESURFACING & SHOULDE REHAB, HALL & JACKSON   | \$1,860,383.70            | \$165,038.20                        | \$1,695,345.50          | \$0.00                               | \$1,695,345.50                              |
| 2022 LMIG STREET IMPROVEMENTS, CRAWFORD                      | \$795,185.00              | \$291,741.95                        | \$503,443.05            | \$0.00                               | \$503,443.05                                |
| 2753-MARTIN MARIEETTA QUARRY, CUMMING                        | \$1,020,162.99            | \$0.00                              | \$1,020,162.99          | \$0.00                               | \$1,020,162.99                              |
| 2754-GDOT PVMT PRESERVATION SR 83/42/18, Monroe              | \$640,000.00              | \$236,028.11                        | \$403,971.89            | \$0.00                               | \$403,971.89                                |

| 1<br>PROJECTS                                                | 2<br>TOTAL<br>OBLIGATIONS | 3<br>SUBCONTRACTED<br>TO OTHERS (-) | 4<br>NET<br>OBLIGATIONS | 5<br>PORTION OF NET<br>COMPLETED (-) | 6<br>NET UNCOMPLETED<br>WORK UNDER CONTRACT |
|--------------------------------------------------------------|---------------------------|-------------------------------------|-------------------------|--------------------------------------|---------------------------------------------|
|                                                              |                           |                                     |                         |                                      |                                             |
| LOCATION AND DESCRIPTION                                     |                           |                                     |                         |                                      |                                             |
| 2762-ITB#2021-018 CHAMBLEE TUCKER RD LANE DIET,CITY OF TUCKE | \$2,243,251.37            | \$0.00                              | \$2,243,251.37          | \$0.00                               | \$2,243,251.37                              |
|                                                              |                           |                                     |                         |                                      | \$578,926,168.01                            |

**C. W. MATTHEWS CONTRACTING CO., INC.**  
**BONDING CAPACITY STATEMENT**  
**December 31, 2021**

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.

# **C.W. Matthews Contracting Co., Inc.**

## **Schedule of Bank References**

### **Name of Bank**

**JPMorgan Chase Bank, N.A.**

### **Name & Address of Officer**

Jeffrey B. McCoy, Executive Director  
Middle Market Banking  
3475 Piedmont Road NE, 18<sup>th</sup> 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: 8/31/2021

|           |              | Lee Moore - FOB Sales<br>404-285-8190             | Shannon Wehunt - FOB Sales<br>404-434-6045 | Lee Smith - Vice President -<br>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<br>Kennesaw, GA 30144         | 770-428-8045                               | BUTCH BERRY                                  | 470-328-1016 | Greg Taylor    | 770-597-8523      |
| 4         | Griffin      | 195 Moreland Rd.<br>Griffin, GA 30224             | 770-228-5795                               | JOSH<br>DUCHESNEAU                           | 770-596-9484 | Danny Jackson  | 678-227-3818      |
| 5         | Big Creek    | 3561 Peachtree Pkwy<br>Suwanee, GA 30024          | 770-887-8509                               | DAVID TAYLOR                                 | 678-294-6399 | Will Wetherbee | 770-656-6888      |
| 6         | Bartow       | 5840-A Highway 20, SE<br>Cartersville, GA 30120   | 770-607-1827                               | JASON EVANS                                  | 770-608-0253 | Greg Taylor    | 770-597-8523      |
| 9         | Cumming      | 1475 Ronald Reagan Blvd.<br>Cumming, GA 30140     | 770-887-6924                               | BRIAN MULLINS                                | 770-656-7330 | Will Wetherbee | 770-656-6888      |
| 11        | Dahlonega    | 1149 Red Oak Flats Rd.<br>Dahlonega, GA 30533     | 706-867-8780                               | GREG TAYLOR                                  | 770-597-8523 | Greg Taylor    | 770-597-8523      |
| 12        | Douglasville | 2586 Cochran Ind. Blvd.<br>Douglasville, GA 30134 | 770-949-4674                               | CHAD VASSER                                  | 770-298-2983 | Danny Calaway  | 404-444-3803      |
| 14        | Bolton       | 5170 South Atlanta Rd.<br>Smyrna, GA 30080        | 404-355-8344                               | BYRON<br>CARRILLO                            | 678-815-8907 | Danny Calaway  | 404-444-3803      |
| 15        | Blairsville  | 1208 Rock Rd.<br>Blairsville, GA 30512            | 706-745-9436                               | JASON ROSS                                   | 770-335-0049 | Greg Taylor    | 770-597-8523      |
| 16        | Villa Rica   | 25 Old Rock Quarry Rd.<br>Villa Rica, GA 30180    | 770-459-4104                               | DANIEL McGHEE                                | 770-656-7313 | Danny Calaway  | 404-444-3803      |
| 17        | Ellijay      | 16678 GA- 515 Ellijay,<br>GA 30536                | 706-276-4931                               | ANTHONY HOLT                                 | 770-656-5948 | Greg Taylor    | 770-597-8523      |
| 22        | Toccoa       | 2600 Rock Quarry Circle<br>Toccoa, GA 30577       | 706-282-0041                               | KEITH MANEY                                  | 770-881-6474 | Will Wetherbee | 770-656-6888      |
| 24        | Rockmart     | 1851 Rome Highway<br>Rockmart, GA 30153           | 770-684-8833                               | JOHN MASON                                   | 770-656-6770 | Greg Taylor    | 770-597-8523      |
| 26        | Dalton       | 570 Cherokee Estate Rd, NE<br>Dalton, GA 30721    | 706-259-4988                               | RONALD DRAKE                                 | 770-656-5590 | Greg Taylor    | 770-597-8523      |
| 27        | Ball Ground  | 950 Old Nelson Rd. Ball<br>Ground, GA 30151       | 770-735-4154                               | NEIL YOUNG                                   | 770-364-2249 | Greg Taylor    | 770-597-8523      |
| 42        | Bolingbroke  | 4957 Highway 41 South<br>Bolingbroke, GA 31004    | 478-994-3549                               | JOHN MARTIN                                  | 770-289-8783 | Danny Jackson  | 678-227-3818      |
| 43        | Columbus     | 2930 Smith Rd.<br>Fortson, GA 31808               | 706-256-2291                               | LARRY WILSON                                 | 770-881-6578 | Danny Jackson  | 678-227-3818      |
| 44        | Savannah     | 226 Dean Forest Road Garden<br>City, GA 31408     | 912-231-3177                               | BLAKE NASH                                   | 678-294-8388 | Danny Jackson  | 678-227-3818      |
| 48        | Macon        | 7547 Georgia Highway 87<br>Juliette, GA 31046     | 478-394-8890                               | DAN CURRY                                    | 678-983-2321 | Danny Jackson  | 678-227-3818      |
| 52        | Candler      | 2955 Candler Highway<br>Gainesville, GA 30507     | 770-536-5178                               | JOSEPH BROWN                                 | 770-656-5386 | Will Wetherbee | 770-656-6888      |
| 53        | Athens       | 1675 Winterville Rd.<br>Athens, GA 30605          | 706-546-1727                               | TIM THOMAS                                   | 404-732-5964 | Will Wetherbee | 770-656-6888      |
| 56        | Forest Park  | 297 Lee's Mill Rd.<br>Forest Park, GA 30297       | 404-766-8564                               | ALEX GARCIA                                  | 770-235-0926 | Danny Calaway  | 404-444-3803      |
| 59        | LaGrange     | 628 Vulcan Materials Rd.<br>LaGrange, GA 30241    | 706-883-6673                               | ANTONIO<br>ALEXANDER                         | 470-298-1993 | Danny Jackson  | 678-227-3818      |
| 60        | Norcross     | 1411 Hill Crest Rd.<br>Norcross, GA 30093         | 770-279-1356                               | OMAR HERRERA                                 | 678-772-2822 | Will Wetherbee | 770-656-6888      |
| 62        | Paulding     | 3513 Mulberry Rock Rd.<br>Dallas, GA 30132        | 678-363-6067                               | STEVEN WEEKS                                 | 678-294-9990 | Danny Calaway  | 404-444-3803      |
| 63        | Stockbridge  | 124 Rock Quarry Rd.<br>Stockbridge, GA 30281      | 770-474-8786                               | FILEMON PAYAN                                | 678-216-2631 | Danny Jackson  | 678-227-3818      |
| 64        | Tyrone       | 218 B Rockwood Rd.<br>Tyrone, GA 30290            | 770-487-6201                               | BILL MILLER                                  | 770-656-7329 | 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  |



**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.

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<br>Comprehensive Coverage<br>Explosion and Collapse<br>Hazard<br>Underground Hazard<br>Contractual Coverage<br>Independent Contractors<br>Personal Injury<br>Products/Completed<br>Operations Hazard | Self-Insured<br>(C. W. Matthews Contracting Co., Inc. has set aside funds to provide the following Limits of Liability) | 12-31-22                                         | Bodily Injury and Property Damage Combined          | \$3,000,000    | \$6,000,000 |
| AUTOMOBILE LIABILITY<br>Comprehensive Coverage<br>Owned & Non-Owned<br>Vehicles                                                                                                                                        | Self-Insurance<br>Certificate No. SI-52729014<br>issued by Georgia<br>Department of Insurance                           | 12-31-22                                         | Bodily Injury and Property Damage Combined          | \$3,000,000    |             |
| WORKERS' COMPENSATION<br>AND<br>EMPLOYERS' LIABILITY                                                                                                                                                                   | Qualified Self-Insurer with Georgia State Board of Workers' Compensation by proof of ability to pay compensation direct | Continuous<br>Renewal<br>01-01-22 to<br>12-31-22 | Workers' Compensation – Statutory                   |                |             |
|                                                                                                                                                                                                                        |                                                                                                                         |                                                  | Employers' Liability - \$1,000,000<br>Each Accident |                |             |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:  
2022 LMIG Program; ITB No. 2021-0015

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 Procurement Division  
4640 North Henry Boulevard  
Stockbridge, GA 30281

DATE ISSUED: December 20, 2021

BY:

SHELDON FRAM  
DIRECTOR OF RISK MANAGEMENT  
C. W. MATTHEWS CONTRACTING CO., INC.

**C. W. MATTHEWS CONTRACTING CO., INC.**  
**SCHEDULE OF PRINCIPAL INDIVIDUALS**  
**December 31, 2022**

| <u>Individual's Name</u> | <u>Present Position Or Office</u>            | <u>Years of Construct Hire Experi</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 Director                   | 58                                    | 1965        | 56                    | Executive                         | Management              |
| Daniel P. Garcia         | President                                    | 26                                    | 2013        | 9                     | Executive                         | Management              |
| Charles E. Matthews      | Executive Vice President Director            | 35                                    | 1988        | 33                    | Executive                         | Management              |
| Michael D. Bell          | Executive Vice President Secretary/Treasurer | 26                                    | 1995        | 26                    | Executive                         | Management              |
| Jeff C. Shropshire       | Senior Vice President                        | 33                                    | 1990        | 31                    | Major Projects                    | Field Management        |
| William G. White         | Senior Vice President                        | 33                                    | 1988        | 33                    | Asphalt Construction              | Field Management        |
| Frank P. Crumbley        | Senior Vice President                        | 38                                    | 1996        | 25                    | Roadway Construction              | Field Management        |
| Lee T. Smith, Jr.        | Senior Vice President                        | 21                                    | 2000        | 21                    | Asphalt Plants                    | Field Management        |
| Mike L. Kleuckling       | Vice President                               | 39                                    | 1988        | 33                    | Estimating                        | Management              |
| Benny M. Brown, Jr.      | Vice President Assistant Secretary           | 18                                    | 2003        | 18                    | General & Administration          | Management              |
| John M. Faress           | Vice President                               | 28                                    | 2009        | 12                    | Equipment                         | Field Management        |
| Adam M. Grist            | Vice President                               | 22                                    | 2005        | 16                    | Structures Division               | Field Management        |
| Sheldon K. Fram          | Corporate Counsel                            | 24                                    | 2006        | 15                    | Risk Management                   | Management              |
| Robert W. Thompson, Jr.  | Division Vice President                      | 43                                    | 1979        | 42                    | Estimating & Design Build         | Management              |
| Jeff T. Roginsky         | Division Vice President                      | 39                                    | 1995        | 26                    | Information Technology            | Management              |
| Ray A. Rodriguez         | Division Vice President                      | 29                                    | 1995        | 26                    | Human Resources                   | Management              |
| Kevin T. Eubanks         | Division Vice President                      | 23                                    | 1998        | 23                    | Roadway Constructoin              | Field Management        |
| Ryan L. Beech            | Division Vice President                      | 21                                    | 2006        | 15                    | Major Projects                    | Field Management        |
| Andrew G. Brooks         | Division Vice President                      | 18                                    | 2005        | 16                    | Terminal and Quality Control      | Field Management        |
| Michael P. Nadolski      | Division Vice President                      | 15                                    | 2008        | 13                    | Design Build                      | 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

**2021**

**Acquired McCarthy Improvements Company and 5 Concrete Plants**

**75 Years of Service  
(1946 - 2021)**

**C.W. Matthews Contracting Company, Inc.**

1600 Kenview Drive  
Marietta, GA 30060

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## 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 ensure 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)

## 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: [Signature]  
Authorized Officer or Agent

(Contractor Name) (C. W. MATTHEWS CONTRACTING CO., INC.)

January 6, 2022

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 6th DAY OF January, 20 22

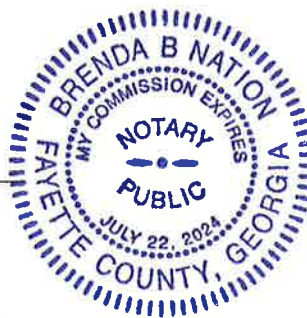
Brenda B. Nation

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.

182896

EEV/Basic Pilot Program\* User Identification Number

Natural Enclosures Fence Co

1-21-2009

BY: Authorized Officer or Agent  
(Subcontractor Name)

Date

Vice President

Title of Authorized Officer or Agent of Subcontractor

Justin Lawrence

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 6 DAY OF January, 2022

Justin Lawrence  
Notary Public  
My Commission Expires: 12-17-2022



\*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).

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41699

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer or Agent

(Subcontractor Name) Peck Pavement Marking LLC

1-4-2022  
Date

Estimator

Title of Authorized Officer or Agent of Subcontractor

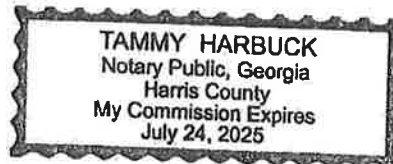
Andy Holland

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 4th DAY OF January, 20 22

Tammy Harbuck  
Notary Public

My Commission Expires: 7-24-2025



\*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

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46334  
EEV/Basic Pilot Program\* User Identification Number

[Signature]  
BY: Authorized Officer or Agent  
(Subcontractor Name)

1/5/22  
Date

[Signature]  
Title of Authorized Officer or Agent of Subcontractor

LWE JONES  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 5 DAY OF January, 2022

[Signature]  
Notary Public

My Commission Expires: March 10, 2025



\*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

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\_\_\_\_\_  
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 “**2022 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 5.5 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge’s “**2022 LMIG Program - ITB# 2021-0015**” 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, including the RFP and Contractor's proposal in response to the RFP.
  - 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):

## SECTION VIII

- a. Contractor's Bid.
  - 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

## SECTION VIII

the Contract Documents shall be reformed to replace such stricken provision or part 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 anything 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

SECTION VIII

liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or 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: **2022 LMIG PROGRAM**

Owner: City of Stockbridge, Georgia

Owner's Contract No.: **ITB NO: 2021-0015**

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**

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*): **2022 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)*:

## 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*): **2022 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.*

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 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.

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 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; 2022 LMIG PROGRAM” is included as an addition to these Contract Documents with specific project area enlargements of the original map and are attached to these Supplementary Conditions. Additionally, included into these Contract Document is a detailed section for the required road widening of Stapleton Drive.

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# 2021-0015 - 2022 LMIG PROGRAM” shall be per the “Georgia Department of Transportation – Standard Specifications Construction of Transportation Systems – January 21, 2021 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 2022 LMIG PROGRAM. Roadways are listed in no particular order. All dimensions and related work are approximate and for estimating purposes only.

- DAVIDSON PARKWAY SOUTH - from Henry County Line to North Henry Boulevard: approximately 3480 linear feet x 39-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;
    - stripe center lane with solid yellow and skip yellow on each side;
    - install directional arrows at all intersections and as directed by Engineer;
    - stripe solid white side (FOG) lines;
    - stop bars adjacent to all stop signs.
  - OLD ATLANTA ROAD - from Flippen Road to Dead-End: approximately 6100 linear feet x 23-foot nominal width – includes accel/decel lanes and parking adjacent to roadway;
  - Proposed Improvements
    - edge mill along curb and gutters;
    - resurface full road with 1-inch Permaflex;

## SECTION XV

- resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
  - adjust all manholes to finished grade;
  - adjust all water valves to grade;
  - stop bars adjacent to all stop signs.
  - stripe center lane with double solid yellow;
  - install directional arrows at all intersections and as directed by Engineer;
  - stripe solid white side (FOG) lines where no curb exists;
  - parallel parking striping;
  - decel lane striping with direction arrows
- **MEADOW RIDGE DRIVE** - from Davis Road to the Cul-De-Sac: approximately 1670 linear feet x 23-foot nominal width; with cul-de-sac;
    - **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.
- **ANGELA COURT** - from Meadow Ridge Drive to the Cul-De-Sac: approximately 250 linear feet x 23-foot nominal width; with cul-de-sac;
    - **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.
- **REBECCA COURT** - from Meadow Ridge Drive to the Cul-De-Sac: approximately 205 linear feet x 23-foot nominal width; with cul-de-sac;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 100 ft.<sup>2</sup>;
      - 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.
- **WILLOW SPRINGS LANE** - from Old Atlanta Road to the Cul-De-Sac: approximately 3485 linear feet x 23-foot nominal width; with cul-de-sac and eyebrow cul-de-sac;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 500 ft.<sup>2</sup>;
      - resurface full road with 1-inch Permaflex;

## SECTION XV

- 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;
- **SAGE COURT** - from Spring Creek Drive to the Cul-De-Sac: approximately 445 linear feet x 23-foot nominal width; with cul-de-sac
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 100 ft.<sup>2</sup>;
    - resurface full road with 1-inch Permaflex;
    - face entire roadway with 1.5-inches of 12.5 mm Superpave;
    - adjust all manholes to finished grade;
    - stop bars adjacent to all stop signs.
- **OLD LEGENDS BOULEVARD** - from Walt Stephens to Memory Lane: approximately 245 linear feet w/ entrance island and 18' travel lanes transition to 23'; deceleration lane;
  - **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;
    - decel lane striping with direction arrows.
- **MEMORY LANE** - from the Cul-De-Sac to the Cul-De-Sac: approximately 2725 linear feet x 23-foot nominal width; 2 - cul-de-sacs and 2 – eyebrow cul-de-sacs;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 1000 ft.<sup>2</sup>;
    - 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.
- **TIMELESS WALK** - from Memory Lane to the Cul-De-Sac: approximately 900 linear feet x 23-foot nominal width; cul-de-sac;
  - **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

- **HOMEPLACE DRIVE** - from Speer Road to the Cul-De-Sac: approximately 1035 linear feet x 23-foot nominal width; entrance island and 18' travel lanes transition to 23'; deceleration lane;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 1000 ft.<sup>2</sup>;
    - 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;
    - decel lane striping with direction arrows.
- **BRIDLE COVE** - from Carriage Lake Drive to the Cul-De-Sac: approximately 575 linear feet x 23-foot nominal width; with 80' diameter Cul-de-Sac;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 100 ft.<sup>2</sup>;
    - 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.
- **LAKEVIEW PLACE** - from Carriage Lake Drive to the Cul-De-Sac: approximately 1485 linear feet x 23-foot nominal width; with 80' diameter Cul-de-Sac and 80' diameter eyebrow Cul-de-Sac;
  - **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.
- **FAIRGREEN TRIAL** - from Walt Stephens to Monarch Village Way: approximately 1975 linear feet x 23-foot nominal width; with entrance island and 380' x 57' paved area at entrance;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 500 ft.<sup>2</sup>;
    - 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;

## SECTION XV

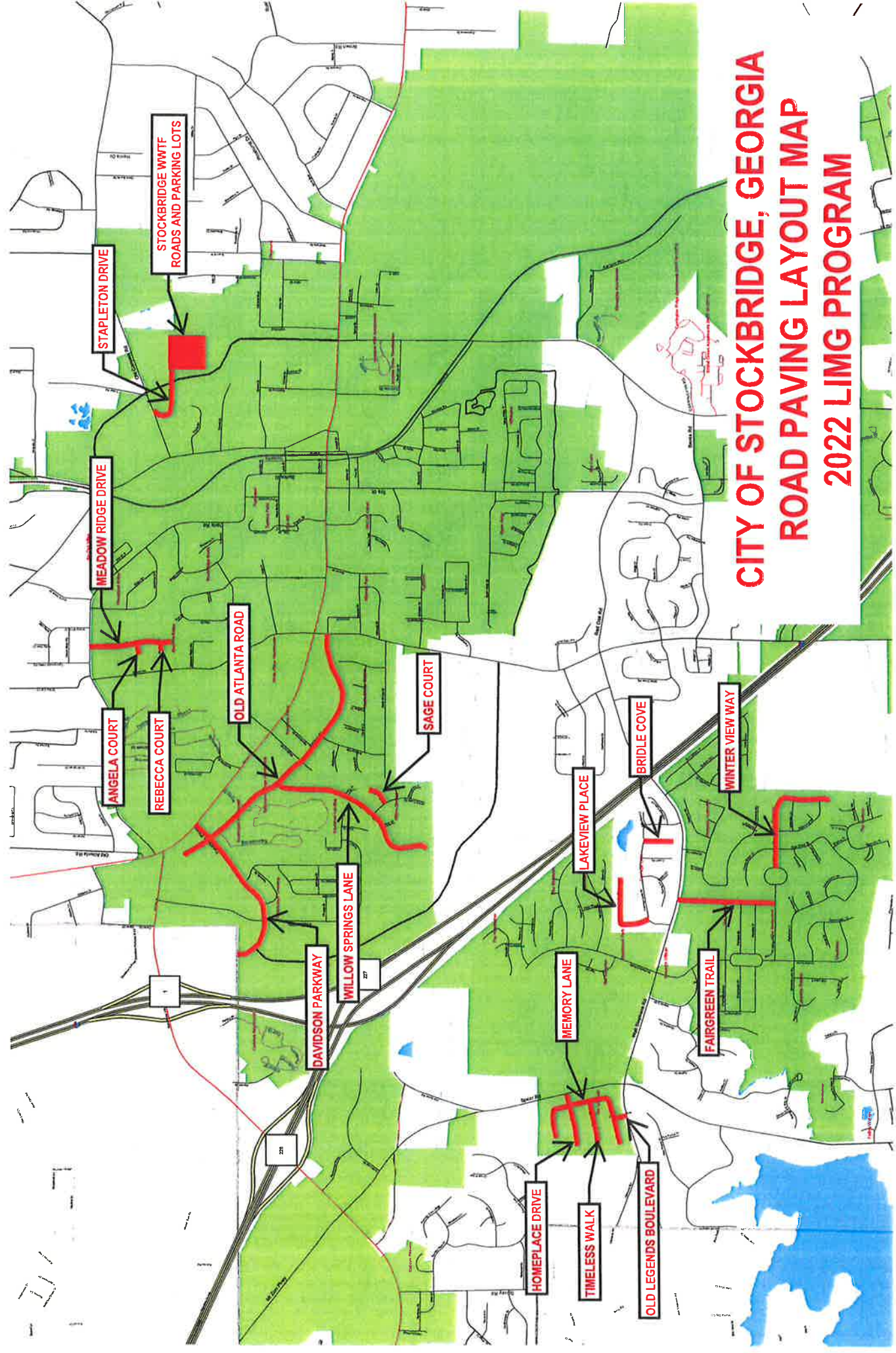
- stop bars adjacent to all stop signs;
  - right-turn arrow;
  - left-turn arrow;
  - 5" wide double yellow solid center line approximately 300 L.F.;
  - Crosswalk striping approximately 60 L.F.
- 
- **WINTER VIEW WAY** - from Monarch Village Way to the Cul-De-Sac: approximately 2350 linear feet x 23-foot nominal width; entrance island with 15' travel lanes and 80' diameter Cul-de-Sac;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 500 ft.<sup>2</sup>;
      - 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.
- 
- **STAPLETON DRIVE** - from Old Conyers Road to the gates of the Stockbridge WWTF: approximately 1235 linear feet x 23-foot nominal width first 345 linear feet and 14-foot wide remainder;
    - **Proposed Improvements**
      - excavate roots along existing roadway;
      - patch approximately 3000 ft.<sup>2</sup>;
      - widen 14-foot wide road to 19-foot wide per detail;
      - install 25 linear feet of 15" RCP storm culvert w/ 2-headwalls;
      - resurface full road with 1-inch Permafex;
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
      - stop bars adjacent to all stop signs.
- 
- **STOCKBRIDGE WWTF** - from the gates of the Stockbridge WWTF and all existing asphalt roadways and parking;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 500 ft.<sup>2</sup>;
      - resurface full road and parking areas with 1-inch Permafex;
      - resurface entire roadway and parking areas with 1.5-inches of 12.5 mm Superpave;
      - adjust all manholes to finished grade;
      - restripe parking area;
      - install handicap parking signage & striping with handicap symbol;
      - stop bars adjacent to all stop signs.

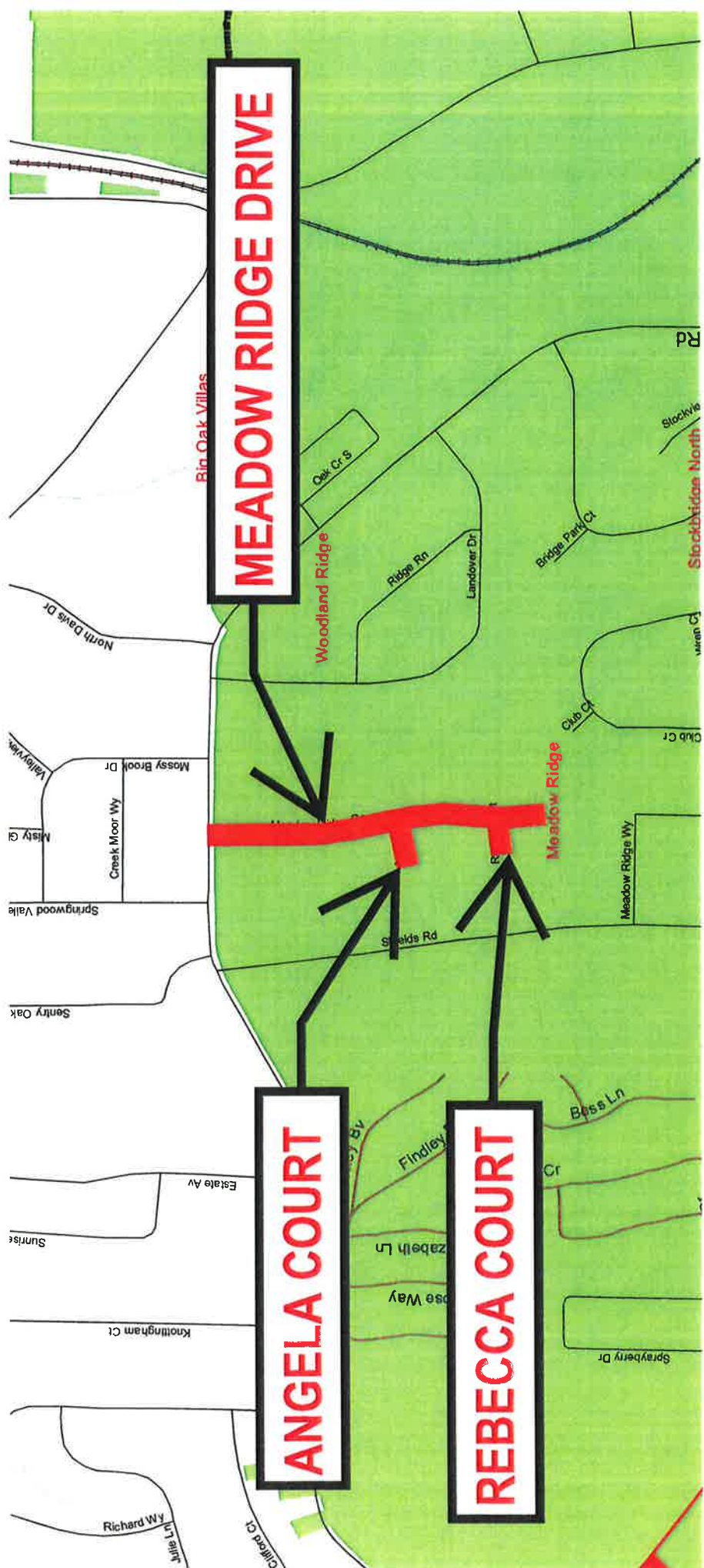
**SECTION XVII**

**PROJECT MAPS AND DETAILS**



# CITY OF STOCKBRIDGE, GEORGIA ROAD PAVING LAYOUT MAP 2022 LIMG PROGRAM





**MEADOW RIDGE DRIVE**

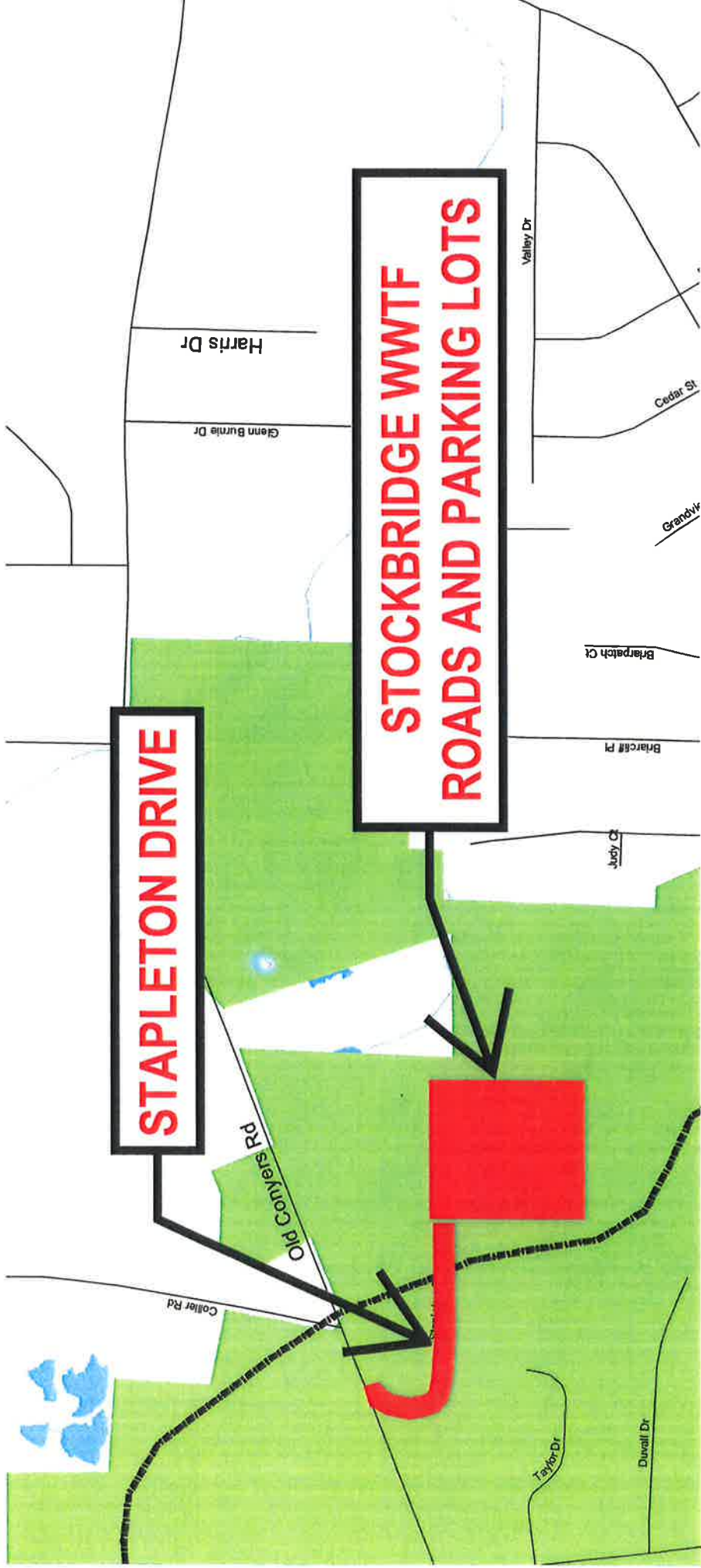
**ANGELA COURT**

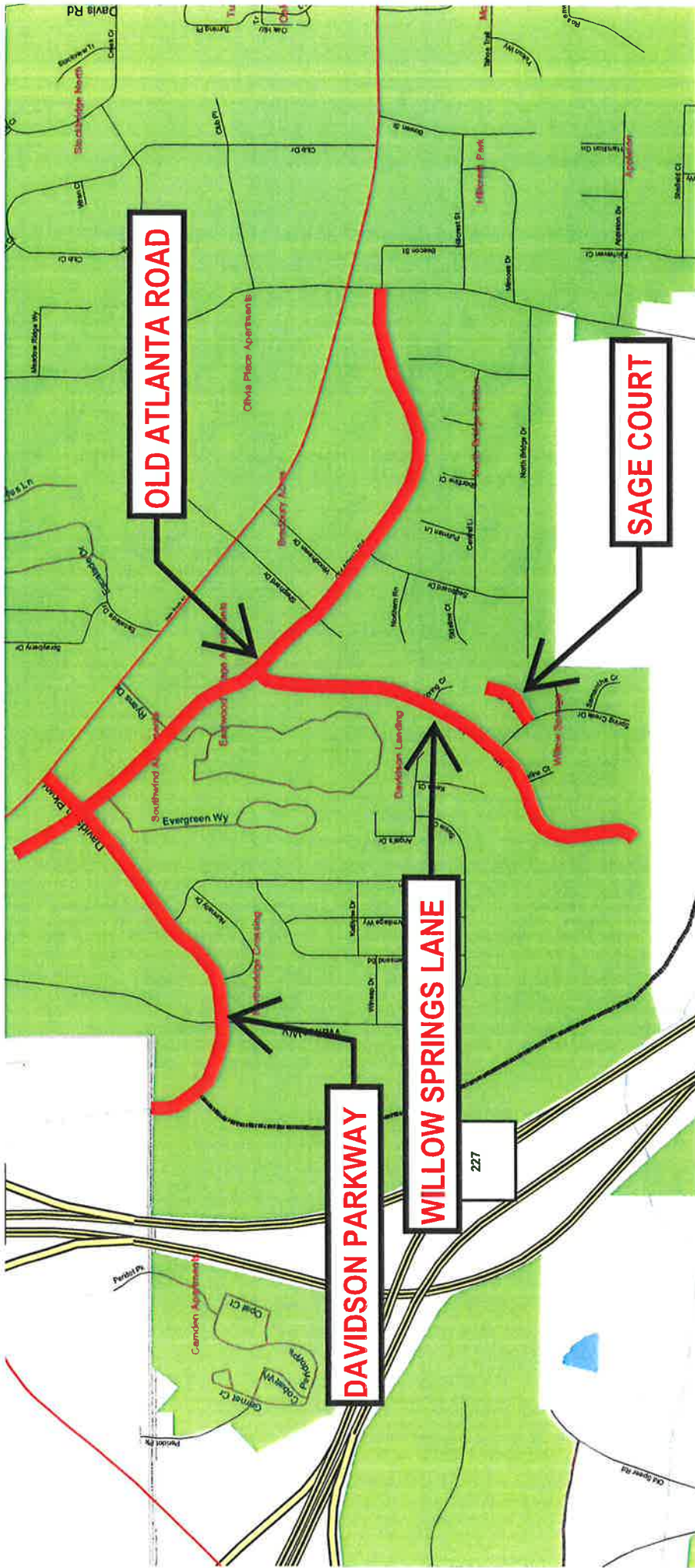
**REBECCA COURT**



**STAPLETON DRIVE**

**STOCKBRIDGE WWTF  
ROADS AND PARKING LOTS**



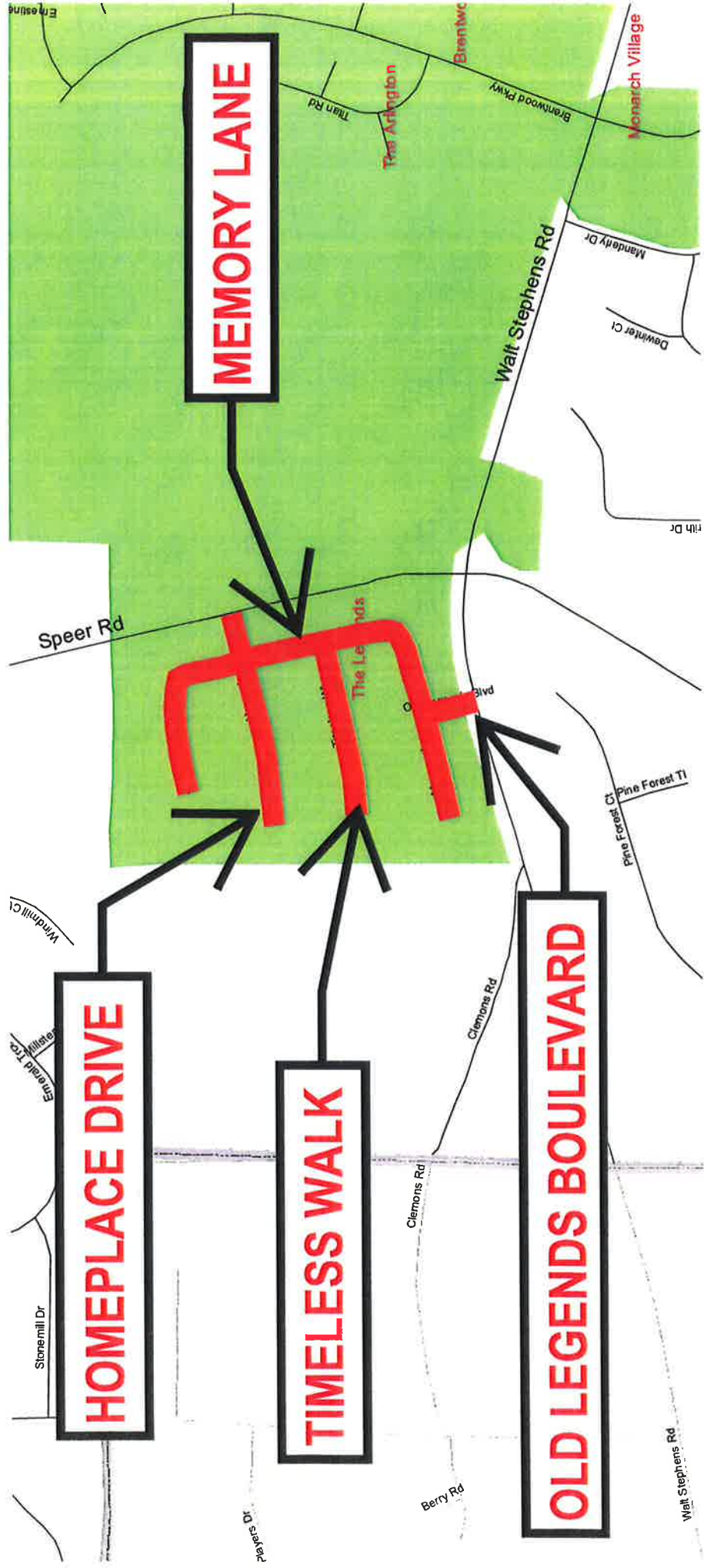


OLD ATLANTA ROAD

SAGE COURT

WILLOW SPRINGS LANE

DAVIDSON PARKWAY



**MEMORY LANE**

**HOMEPLACE DRIVE**

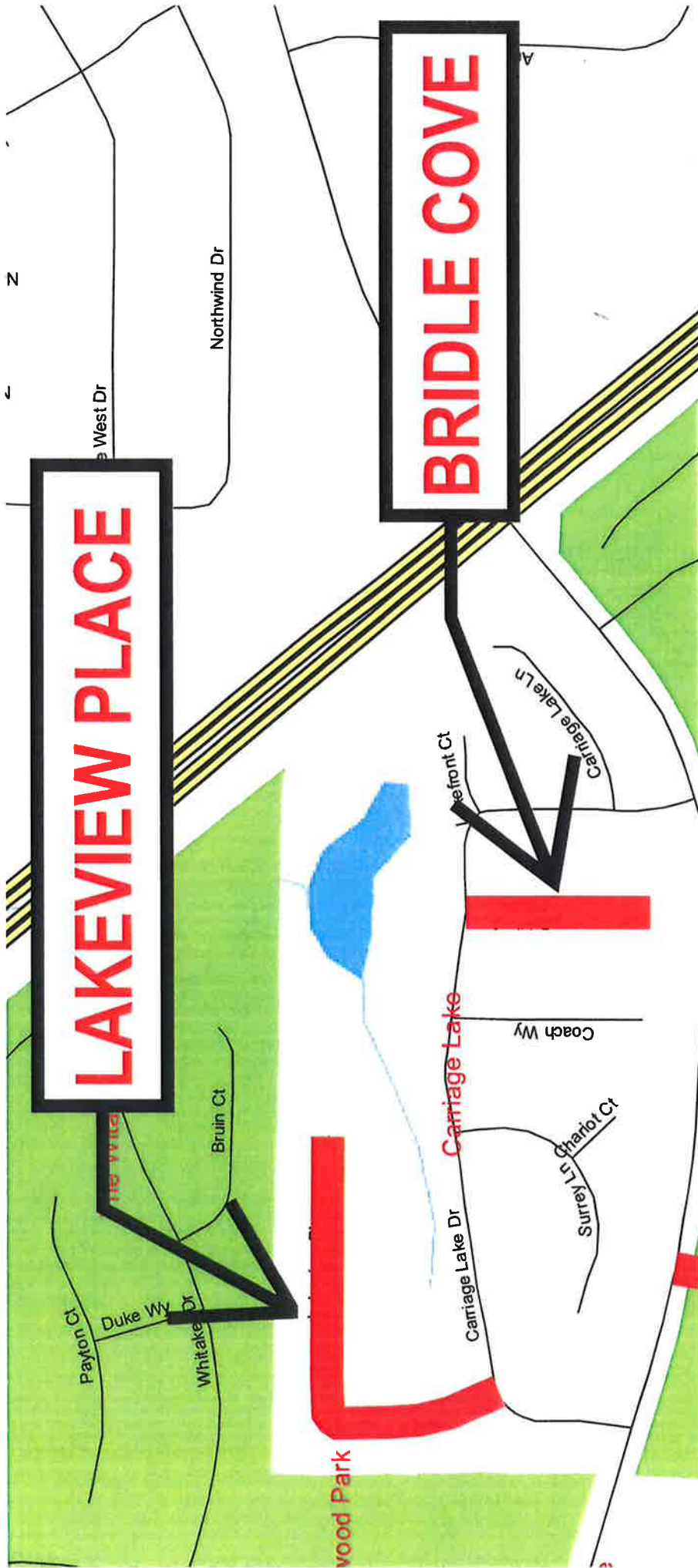
**TIMELESS WALK**

**OLD LEGENDS BOULEVARD**



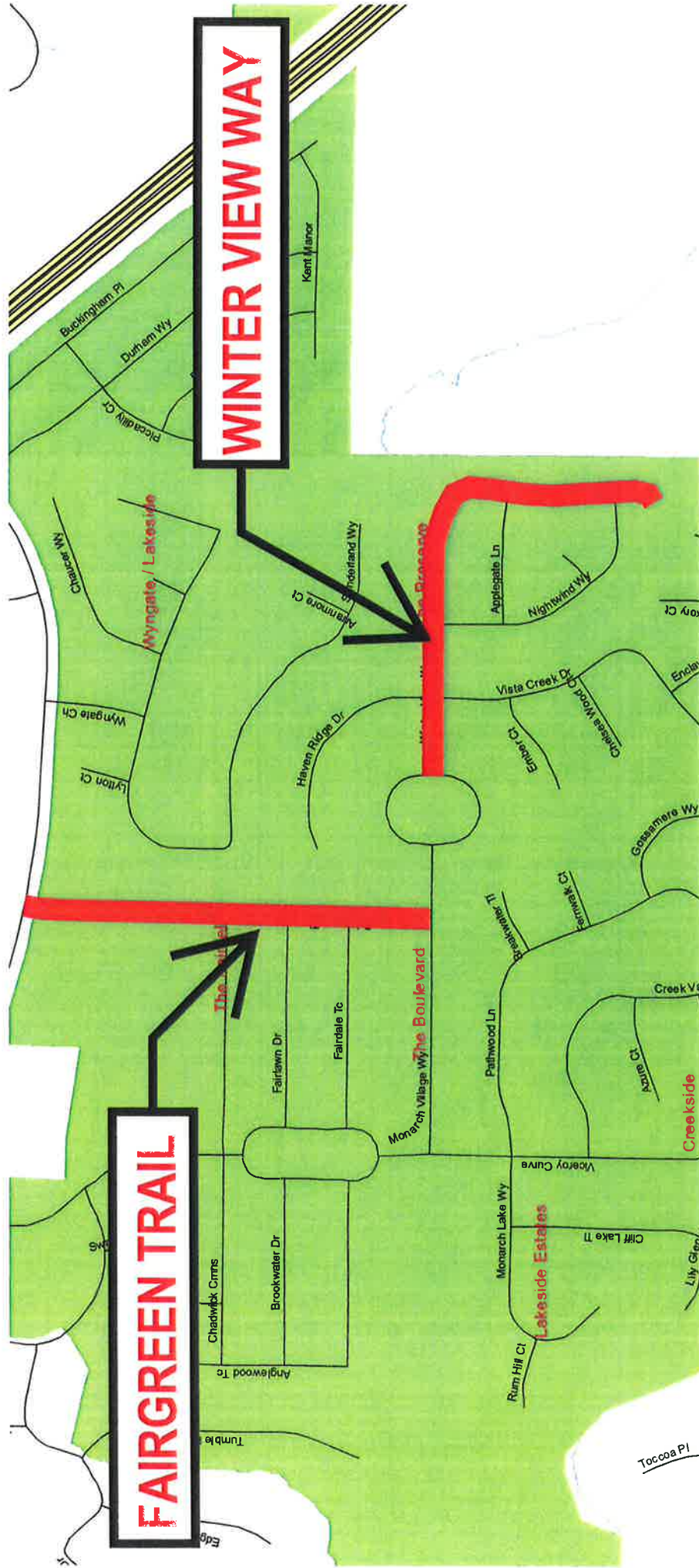
LAKEVIEW PLACE

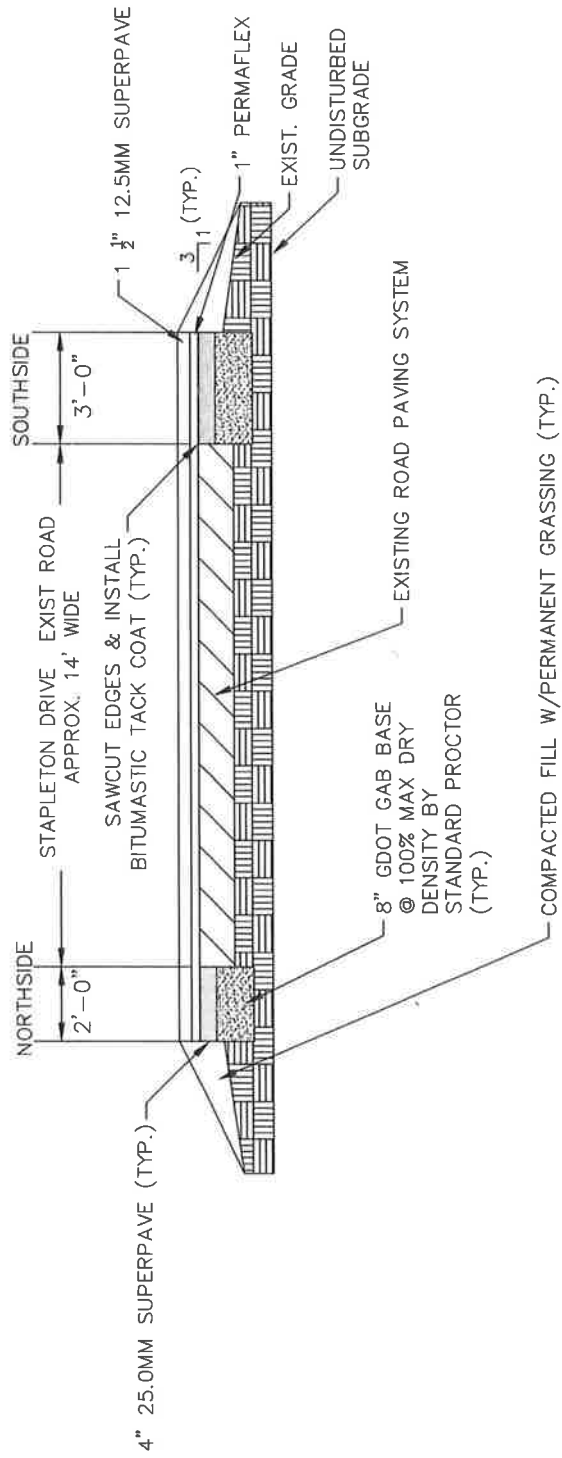
BRIDLE COVE



# FAIRGREEN TRAIL

# WINTER VIEW WAY







SECTION XVII



EXHIBIT II  
REFERENCE VERIFICATION AND RELEASE FORM

**SOLICITATION NUMBER: ITB NO.: 2021-0015**

**PROJECT TITLE: STOCKBRIDGE - 2022 LMIG PROGRAM**

**BIDDER: C. W. MATTHEWS CONTRACTING CO., 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:** Paulding County Board of Commissioners

**Mailing Address:** 240 Constitution Bldv.

**City/State/Zip Code:** Dallas, Georgia 30132

**Contact Person Name:** Tabitha Pollard

**Contact Person Title:** Finance Director

**Contract Person Phone No.:** 770-443-7512

**Contract Person Email:** tpollard@paulding.gov

**Date Work Performed:** Completed in 2020

**Brief Description of Work Performed:**

2019 Asphalt Contract 1 (2019-ASPH-1), Paulding

Patching, Leveling, Milling & Resurfacing

## SECTION XVII

### **REFERENCE NO. 2:**

**Name of Company/Entity:** Coweta County Department of Public Works

**Mailing Address:** 70 Selt Road

**City/State/Zip Code:** Newnan, Georgia 30263

**Contact Person Name:** Todd Handley

**Contact Person Title:** Director

**Contract Person Phone No.:** 770-683-2300

**Contract Person Email:** thandley@coweta.ga.us

**Date Work Performed:** Completed in 2020

**Brief Description of Work Performed:** RB19.14 Crack Relief, DBL TRTMT,  
Resurface Various roads in Coweta County

### **REFERENCE NO. 3:**

**Name of Company/Entity:** Upson County Board of Commissioners

**Mailing Address:** 2440 Highway 74 E

**City/State/Zip Code:** Thomaston, Georgia 30286

**Contact Person Name:** James Melson

**Contact Person Title:** Road Superintendent, Upson County Road Department

**Contract Person Phone No.:** 706-647-2824 or 706-647-7012

**Contract Person Email:** jmelton@upsoncountyga.org

**Date Work Performed:** Completed in 2020

**Brief Description of Work Performed:** 2019 Resurfacing & Striping Project

## SECTION XVII

### **REFERENCE NO. 4:**

**Name of Company/Entity:** Douglas County Board of Commissioners

**Mailing Address:** 8700 Hospital Drive

**City/State/Zip Code:** Douglasville, Georgia 30134

**Contact Person Name:** Lavon King

**Contact Person Title:** Maintenance & Construction Division Manager

**Contract Person Phone No.:** 678-626-0155 or 678-626-0158

**Contract Person Email:** jlking@co.douglas.ga.us

**Date Work Performed:** Completed in 2020

**Brief Description of Work Performed:** 2019 SPLOST & LMIG Resurfacing for  
Douglas County

### **REFERENCE NO. 5:**

**Name of Company/Entity:** Henry County Board of Commissioners

**Mailing Address:** 140 Henry Parkway

**City/State/Zip Code:** McDonough, Georgia 30253

**Contact Person Name:** Roque Romero

**Contact Person Title:** Transportation Project Director

**Contract Person Phone No.:** 770-288-6027

**Contract Person Email:** rromero@co.henry.ga.us

**Date Work Performed:** Completed in 2020

**Brief Description of Work Performed:** HC-19-33 Base Reclamation, Milling, Patching,  
Resurfacing Various Roads in Henry Count

**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:** C. W. MATTHEWS CONTRACTING CO. INC.  
(List name exactly as provided in Bid Form)

**SIGNED BY:** Michael Kleuckling, Vice President  
(Printed name and title)

**AUTHORIZED**  
**SIGNATURE:** \_\_\_\_\_ **DATE:** January 6, 2022

## 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 "2022 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 5.5 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-0015 "2022 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. Road widening will require a sawcut line on edge of existing pavement and the addition of new paving sections in accordance with the detail included in these Contract Documents.
5. 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.
6. 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.

7. All striping shall match any striping that existed prior to the roadway resurfacing unless otherwise stated.

1.3

#### 1.4 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 25<sup>th</sup> 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. Submit Lien Waiver to match current Pay Request.
- E. Payment Period: Monthly.
- F. 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  $\pm 1$  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**

**C. W. MATTHEWS CONTRACTING CO., INC.**  
**OFFICERS AND DIRECTORS**

**Robert E. Matthews**  
Chairman of the Board  
Director

**Daniel P. Garcia**  
President

**Charles E. Matthews**  
Executive Vice President  
Director

**Michael D. Bell**  
Executive Vice President  
Secretary/Treasurer

**Jeff C. Shropshire**  
Senior Vice President  
Major Projects

**William G. White**  
Senior Vice President  
Asphalt Construction

**Frank P. Crumbley**  
Senior Vice President  
Roadway Construction

**Lee T. Smith, Jr.**  
Senior Vice President  
Asphalt Plants

**Mike L. Kleuckling**  
Vice President  
Estimating

**Benny M. Brown, Jr.**  
Vice President  
General & Administration  
Assistant Secretary

**John M. Faress**  
Vice President  
Equipment

**Adam M. Grist**  
Vice President  
Structures

**Sheldon K. Fram**  
Corporate Counsel  
Risk Management

**Robert W. Thompson, Jr.**  
Division Vice President  
Estimating & Design Build

**Jeff T. Roginsky**  
Division Vice President  
Information Technology

**Ray A. Rodriguez**  
Division Vice President  
Human Resources

**Kevin T. Eubanks**  
Division Vice President  
Roadway Construction

**Ryan L. Beech**  
Division Vice President  
Major Projects

**Andrew G. Brooks**  
Division Vice President  
Terminal & Quality Control

**Michael P. Nadolski**  
Division Vice President  
Design Build



**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](http://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](http://www.sos.state.ga.us/plb)

C W Matthews Contracting Co Inc  
1600 Kenview Drive  
Marietta GA 30060



**STATE OF GEORGIA**

**BRAD RAFFENSPERGER, Secretary of State**  
Georgia State Licensing Board for Residential and General Contractors  
License No. GCCO002189

C W Matthews Contracting Co Inc

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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





**STATE OF GEORGIA**

**BRAD RAFFENSPERGER, Secretary of State**

State Licensing Board for Residential and General Contractors

LICENSE NO. GCQA002203

William Harrison Stone

PO Drawer 970

Marietta GA 30061

Company Name: C W Matthews Contracting Co Inc

Company License NO: GCCQ002189

**General Contractor Qualifying Agent**

EXP DATE - 06/30/2024 Status: Active

Issue Date: 02/16/2009

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William Harrison Stone  
1600 Kenview Drive NW  
Marietta GA 30060

**STATE OF GEORGIA**

**BRAD RAFFENSPERGER, Secretary of State**

Georgia State Licensing Board for Residential and General Contractors

License No. GCQA002203

William Harrison Stone

PO Drawer 970

Marietta GA 30061

Company Name: C W Matthews Contracting Co Inc

Company License NO: GCCQ002189

**General Contractor Qualifying Agent**

EXP DATE - 06/30/2024 Status: Active

Issue Date: 02/16/2009



STATE OF GEORGIA  
BRAD RAFFENSPERGER, 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 - 04/30/2023 Status: Active  
Issue Date: 06/21/1994

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.ga.gov/plb](http://www.sos.ga.gov/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: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

C. W. Matthews Contracting Co., Inc.  
1600 Kenview Dr.  
Marietta GA 30060



STATE OF GEORGIA  
BRAD RAFFENSPERGER, 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 - 04/30/2023 Status: Active  
Issue Date: 06/21/1994

ER Snell Contractor, Inc.  
PO Box 306 / 1785 Oak Road  
Snellville, GA 30078

SECTION III

**BID FORM**

**REVISED: ADDENDUM NO. 1**

0102C-22  
**ORIGINAL**



**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**JANUARY 6, 2022 - 3:00 PM EST**

## SECTION III

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**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) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, ~~December 30, 2021~~, **January 6<sup>th</sup>, 2022**
2. The deadline for questions has changed. The deadline for questions was ~~Friday~~ **Monday**, December 3<sup>rd</sup> **27<sup>th</sup>**, 2021 (12:00 noon, EDT)
3. **A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

## **I. CLARIFICATIONS / CORRECTIONS**

### **SECTION I**

15.04 ~~Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City Hall Procurement Division during business hours. 3:00 PM EST on the following dates:~~

4. ~~Monday, December 27, 2021, thru Thursday, December 30, 2021,~~ **January 6<sup>th</sup>, 2022.**

Bids must be received by the ITB Due Date, Thursday, ~~December 30, 2021,~~ **January 6<sup>th</sup>, 2022** 3:00 p.m. EDT.

**The City of Stockbridge City Hall has reopened to all Visitors.**

Bids must be delivered to the following Location:

**City of Stockbridge Procurement Division**  
**4640 North Henry Boulevard**  
**Stockbridge, Georgia 30281**

## **II. QUESTIONS AND RESPONSES**

Questions 1. C W Matthews would like to respectfully request that the bid due date for this project be postponed 1-week to Jan 6, 2022, so that we may participate in the bid.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Questions 2. See question and answer below

You have provided a Typical Section for Stapleton Drive, within this typical section you show 4.0 inches of 25.0mm Superpave, however you do not have a bid item for this work. Also, this 25.0mm work is not included in the work scope descriptions on page 8 of 8. How do you intend to pay for the 25.0mm required on Stapleton Drive?

Answer Please see the attached revised bid form, which replaces all other bid forms.

For the Stockbridge WWTF (page 8 of 8) you tell us this includes areas from the Gates and all existing roadway & parking lots. Could you please provide a drawing or highlighted map that shows all of the areas that you intend to Mill and resurface. Ideally, providing SY of Paving areas and Linear Foot of Curb for these areas would be best.

Answer Quantities for all required improvements are included in the totals shown on the Bid Form. Edge milling will be performed along existing curb lines only.

When would the City expect to issue a "Notice to Proceed" for this project? We are trying to determine if you will make the Contractor perform the work during the colder/wetter months (Jan-April 2022).

Answer A Notice to Proceed cannot be issued until the bid is awarded.

Could you please provide a construction detail for the Water Valve and Manhole Adjustments?

Answer Adjustment of valves and manholes is to be accomplished utilizing steel extension rings only.

The Work Sequence described in Section 01100-1.2B (page 01100-1) seems to be missing some of the work scope. Could you please provide the rest of the work sequence to make sure we understand the intent?

Answer Items listed are complete.

Will there be any Work Restrictions and or Lane Closure Restrictions for this project? Or can the Contractor work and close travel lanes whenever they want?

Answer Standard work hours are 7:00 AM to 6:00 PM Monday thru Friday. Contractor is allowed to close lanes as needed but maintain access to properties.

Can you please clarify who will be responsible for all Quality Control Testing on this project, the City? or the Contractor? If this is the Contractor's responsibility to include in their bid, which bid item should it be included in?

Answer Contractor is responsible for any geotechnical testing required. These are residential roadways and testing is only performed if issues arise related to mix abnormality and compactive effort observed in the field.

Will the City allow the Contractor to use Portable Advanced Warning Signs for this project? Or will you require all Advanced Warning Signs to be Post Mounted?

Answer The use of portable traffic warning signs is acceptable.

On Page 01100-1 paragraph 1.2.B.6 says that “No striping shall be performed for a minimum of 14 days after the placement of the new asphalt surface.”

Does this mean literally what it says and that you want the roads to be left unstriped for 14 days?

Answer        Striping per GDOT

Will you expect the Contractor to install Temporary Pavement Markings for traffic control for the 14 days prior to the final thermoplastic pavement markings being placed?

Answer        Striping per GDOT

If Temporary Striping is required, how do you intend to pay for it?

Answer        Cost is associated with striping costs.

How long will the City allow between the Edge Milling and Final Surface Placement? Typically, 15 Days is allowed.

Answer        Five (5) working days.

Typically, GDOT provides Special Provisions Section 150 specific for each project and its conditions. Will you please provide a project specific Special Provision Section 150-Traffic Control for this project?

Answer        Traffic control per MUTCD standard for this type of activity

Would the City please consider postponing the bid due date until after the Holiday's? Ideally, 1-2 Weeks would be best.

Answer        See above section I. CLARIFICATIONS / CORRECTIONS

Question 3.    Is there anyway we could extend the bid date of this project to sometime in January

Answer        See above section I. CLARIFICATIONS / CORRECTIONS





**City of Stockbridge Purchasing Division**

---

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

Question 4. I have logged into the Pre-Bid Meeting but there seems to be nothing happening. Please advise what we need to do to participate.

Answer 4. To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) and click Join Meeting for the scheduled Pre-Bid.

Question 5. See question and answer below:

The Road Breakdown mentions fog lines on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions decal lanes on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions parking spaces on certain roads but there is no pay item for this other than a handicap symbol and blue hatching. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Davidson Parkway South appears to have 5" Skip white, but there is no pay items for it to be replaced. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.



**City of Stockbridge Purchasing Division**

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Question 6. At the Pre-Bid Meeting on Nov 18, you mentioned that an Addendum would be issued rescheduling the Pre-Bid meeting and to address the questions submitted prior to the 18th.

To date we have not seen where the City has posted any Addendums for this project on its website.

It would be very helpful if you could post an Addendum prior to the question deadline (Dec 3) so that we can ask follow-up questions to your Addendum Responses.

Can you please provide an update on the status of the Addendum that you mentioned at the Nov 18 Pre-Bid Meeting?

Answer 6. A second Non – Mandatory Prebid will is scheduled for **December 16th, 2021, at 10:00 am.**

**A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

Question 7. Can I get a copy of any addenda that have been released to date?

Answer All addenda are posted 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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

Question 8. See question and answer below

Who will be responsible for shoulder work/backfill of edge of pavement and grassing on Stapleton Dr. as shown on the detail? If so, can items be added with quantities on the bid schedule for this?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Will there be any ditch work required for the storm culvert and in what locations?

Answer Only grading to fit the required headwalls

Will the storm culvert be a cross drain, or a sideline drain and please provide a location?

Answer                No

Will there be any sideline ditch work required for Stapleton Dr.?

Answer                No

Will there be any clearing work required for Stapleton Dr.?

Answer                No

Does the Knoxbox by the gate need to be relocated?

Answer                City to be responsible for this item

Will the city provide rings for the manhole and valve adjustments, or will the contractor need to supply?

Answer                Contractor to furnish and install

Will the city consider changing from 75 days to 120 days substantial completion and add for possibility of weather days as extension of days if necessary being this will be 1<sup>st</sup> or 2<sup>nd</sup> quarter 2022?

Answer                See above section I. CLARIFICATIONS / CORRECTIONS

When does the city intend on issuing the NTP on this work to begin?

Answer                Once the contract has been awarded and the contract is executed.

Will the city consider pushing the bid date back into the first or second week of January?

Answer                See above section I. CLARIFICATIONS / CORRECTIONS



**City of Stockbridge Purchasing Division**

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Stockbridge, Ga 30281

Question 9. See question and answer below

Can the City please move the bid date to the following week? Most contractors are not working during the week between Christmas and New Year's.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Can the City please change the Completion Date of this project to at least 120 days given the size of the project?

Answer No. The project time specified is consistent with similar projects the City has awarded previously.

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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). 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]

Signature of Authorized Representative / Date

12/9/21



**City of Stockbridge Purchasing Division**

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

**ADDENDUM NO. 2**

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, January 6<sup>th</sup>, 2022.
2. The deadline for questions has not changed. The deadline for questions is Monday, December 27<sup>th</sup>, 2021 (12:00 noon, EDT)

**CLARIFICATIONS / QUESTIONS AND RESPONSES**

Questions 1. Please address the following questions:

1. The Tack Quantity is grossly understated as we are coming up with nearly 17,000 gallons. Can the City please revise this quantity?
2. Does the City anticipate any clearing required for the widening on Stapleton Drive?
3. Will the widening on Stapleton Drive affect the current ditch lines along the sides of the road? If so, will that need to be corrected by the contractor?

Answer 1. Please see below.

1. There was a typographical error in the quantity. The total estimate area for paving is  $\pm 88,500$  S.Y. which would require  $\pm 11,000$  Gallons of tack coat. Bidders are required to amend the Estimated Quantity for Line-Item No. 13 of the current Bid Form from the 1,100 Gallons listed to 11,000 Gallons. If needed, quantities will be extended based upon the unit pricing provided and contractors will be compensated for all materials installed.
2. No clearing is anticipated.
3. The only grading required will be related to the influent/effluent of the new culvert that will be field installed and will require localized grading.

Questions 2. How did you come up with the patching quantity as the bid schedule and quantities? provided per street have a 50% difference. Please advise.

Answer 2. Patching quantity shown in the Bid Form is an estimate of quantity that will be utilized for base failure areas only where the specified Permaflex system will not provide adequate structural bridging. If needed, quantities will be extended based upon the unit pricing provided and contractors will be compensated for all materials installed.

Question 3. Can I get a copy of the pre-bid meeting sign-in sheet, if available?  
Can I get a copy of any new addenda issued to date aside from addendum 1?

Answer 3. Due To COVID-19 The City Of Stockbridge Procurement Division IS conducting, public pre-bid meeting online.

All Addenda Is Posted On 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](https://ssl.doas.state.ga.us/Prsapp/PR_Index.jsp).



**City of Stockbridge Purchasing Division**

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

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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). 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] 12/29/21  
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>     |
|-----------------------|--------------------------|
| <b>ADDENDUM NO. 1</b> | <b>DECEMBER 9, 2021</b>  |
| <u>Addendum No. 2</u> | <u>December 29, 2021</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) :

#### LINE ITEM BID FORM

| <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>109900.00</u> | \$ <u>109,900.00</u> |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$ <u>3.28</u>      | \$ <u>190,240.00</u> |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                         | \$ <u>2.62</u>      | \$ <u>4,716.00</u>   |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                     | \$ <u>205.97</u>    | \$ <u>5,149.25</u>   |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$ <u>2507.92</u>   | \$ <u>5,015.84</u>   |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                               | \$ <u>118.00</u>    | \$ <u>27,730.00</u>  |

### SECTION III

|     |                             |      |                                                                                                                                                                                                                       |                   |                      |
|-----|-----------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|
| 7.  | 1                           | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ <u>4500.00</u> | \$ <u>4,500.00</u>   |
| 8.  | 240                         | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ <u>5.06</u>    | \$ <u>1,214.40</u>   |
| 9.  | 80                          | TON  | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                               | \$ <u>118.00</u>  | \$ <u>9,440.00</u>   |
| 10. | 350                         | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ <u>258.39</u>  | \$ <u>90,436.50</u>  |
| 11. | 4500                        | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ <u>116.30</u>  | \$ <u>523,350.00</u> |
| 12. | 7300                        | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ <u>88.69</u>   | \$ <u>647,437.00</u> |
| 13. | 300                         | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ <u>145.30</u>  | \$ <u>43,590.00</u>  |
| 14. | <del>1100</del><br>11000 NM | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.                                                                                                                                                                                | \$ <u>2.41</u>    | \$ <u>26,510.00</u>  |
| 15. | 87                          | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ <u>518.55</u>  | \$ <u>45,113.85</u>  |
| 16. | 6                           | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ <u>637.79</u>  | \$ <u>3,826.74</u>   |
| 17. | 60                          | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE                                                                                                                                                                  | \$ <u>32.68</u>   | \$ <u>1,960.80</u>   |
| 18. | 600                         | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ <u>13.07</u>   | \$ <u>7,842.00</u>   |
| 19. | 20000                       | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ <u>.82</u>     | \$ <u>16,400.00</u>  |

### SECTION III

|     |        |      |                                                                                                                                                                                                                                                      |                    |                     |
|-----|--------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| 20. | 7000   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                                                  | \$ <u>3.81</u>     | \$ <u>26,670.00</u> |
| 21. | 3500   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                   | \$ <u>3.81</u>     | \$ <u>13,335.00</u> |
| 22. | 10     | EA,  | GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                      | \$ <u>108.93</u>   | \$ <u>1,089.30</u>  |
| 23. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW                                                                                                                                                                                                     | \$ <u>108.93</u>   | \$ <u>1,089.30</u>  |
| 24. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                      | \$ <u>108.93</u>   | \$ <u>1,089.30</u>  |
| 25. | 1      | EA,  | GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE                                                                                                                                                                                                       | \$ <u>381.27</u>   | \$ <u>381.27</u>    |
| 26. | 400    | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                    | \$ <u>8.17</u>     | \$ <u>3,268.00</u>  |
| 27. | 1      | EA.  | GDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                         | \$ <u>469.36</u>   | \$ <u>469.36</u>    |
| 28. | 15,000 | L.F. | GDOT THERMOPLASTIC SOLID LANE EDGE STRIPING, 5" WIDE WHITE                                                                                                                                                                                           | \$ <u>.82</u>      | \$ <u>12,300.00</u> |
| 29. | 5,000  | L.F. | GDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING, 5" WIDE WHITE                                                                                                                                                                                         | \$ <u>.60</u>      | \$ <u>3,000.00</u>  |
| 30. | 1,500  | L.F. | COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING                                                                                                                                               | \$ <u>8.08</u>     | \$ <u>12,120.00</u> |
| 31. | 2      | 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 "UNIMAT TRAFFIC" | \$ <u>4,367.45</u> | \$ <u>8,734.90</u>  |

### SECTION III

|     |   |      |                                                            |             |              |
|-----|---|------|------------------------------------------------------------|-------------|--------------|
|     |   |      | REFERENCE NO. 8001, OR<br>APPROVED EQUIVALENT.             |             |              |
| 32. | 1 | L.S. | PROJECT CONTINGENCY<br>ALLOWANCE (FOR USE BY CITY<br>ONLY) | \$50,000.00 | \$ 50,000.00 |

**Total Base Bid in Words:**

one million, eight hundred ninety seven thousand, nine hundred  
sixteen dollars and eighty one cents Dollars

In Numbers: \$ 1,897,918.81 NM

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.

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);

### SECTION III

- 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.

### 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): \_\_\_\_\_

### SECTION III

#### A Corporation



Corporation Name: E.R. Snell Contractor, Inc.

(SEAL)

State of Incorporation: Georgia

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: [Signature]  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Nick Murphy

Title: SR vice President  
(CORPORATE SEAL)



Attest: [Signature]

Date of Qualification to do business in Georgia is  
7 / 1 / 99.

#### 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)



### SECTION III

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 n.murphy@ersnell.com

SUBMITTED on January 6, 20 22

GDOT Prequalification Certificate No. 2SN250  
GCQA003045





Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

July 21, 2021

**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 stated above and cancels and supersedes all Certificates previously issued:

**MAXIMUM CAPACITY RATING: \$1,281,300,000.00**

**CERTIFICATE EXPIRES: June 30, 2023**

**PRIMARY WORK CLASS/CODE: 400**

**SECONDARY WORK CLASS(ES)/CODE(S): 150, 205, 208, 310, 500, 507, 626 and 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. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.  
DN: C=US, E=mmastronardi@dot.ga.gov,  
O=Georgia Department of Transportation,  
OU=Division of Construction - Director,  
CN="Marc Mastronardi, P.E."  
Date: 2021.07.23 09:57:28-04'00'

Marc Mastronardi, P.E.  
Chairman, Prequalification Committee/Contractors

MM:TKA

*City of Snellville, Georgia*  
*2342 Oak Road, Snellville, GA 30078*

## OCCUPATION TAX CERTIFICATE

**2021**

**This License is Granted to:**

LICENSING DEPT  
E.R. SNELL CONTRACTOR INC  
PO BOX 306  
SNELLVILLE GA 30078

**SNELL, E.R. CONTRACTORS**

|                        |                             |
|------------------------|-----------------------------|
| <b>Effective Date:</b> | 1/01/2021                   |
| <b>License No:</b>     | 2021OCC-000159              |
| <b>Class:</b>          | CLASS 2                     |
| <b>SIC Code:</b>       | 1600                        |
|                        | CONSTRUCTION OTHER THAN BLD |
|                        | CONSTRUCTION - ROADS &      |
|                        | BRIDGES                     |
| <b>Expires:</b>        | 12/31/2021                  |

**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, 2021**

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



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](http://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](http://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

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  
4640 North Henry Boulevard  
Stockbridge, GA 30281

BID

Bid Due Date: **DECEMBER 30, 2021**

Description (Project Name and Include Location):

**CITY OF STOCKBRIDGE – 2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): January 6th, 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

Nick Murphy  
Print Name

Title

Attest:

Signature

Title

Corporate Secretary

**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

Avery C. Kenimer, Witness as to 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.



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

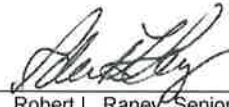
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DAVID C EADES** of **ATLANTA, Georgia**, their true and lawful Attorney(s)-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 **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, 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**, 2026



  
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 each of the Companies, 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

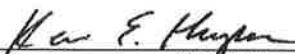
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 6<sup>th</sup> day of January 2022



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2021

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).

|                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>MARSH USA, INC.<br>TWO ALLIANCE CENTER<br>3560 LENOX ROAD, SUITE 2400<br>ATLANTA, GA 30326<br><br>CN102448987--Casua-21-22 | <b>CONTACT</b><br><b>NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext):<br><b>E-MAIL</b><br><b>ADDRESS:</b><br><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Greenwich Insurance Company<br><b>INSURER B:</b> National Fire & Marine Insurance Co<br><b>INSURER C:</b> XL Specialty Insurance Company<br><b>INSURER D:</b> Great American Insurance Co.<br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>FAX</b><br>(A/C, No):<br><br><b>NAIC #</b><br>22322<br>20079<br>37885<br>16691 |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-005357211-03      **REVISION NUMBER:** 3

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ADDL INSD                                    | SUBR WVD | POLICY NUMBER                                                                                                                 | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> X/C/U<br><input checked="" type="checkbox"/> Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input checked="" type="checkbox"/> OTHER: Deductible: 100,000 |                                              |          | CGD740993601                                                                                                                  | 01/01/2021              | 01/01/2022              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                                                                        |                                              |          | CAD740993701                                                                                                                  | 01/01/2021              | 01/01/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                                                                                                               |                                              |          | 42XSF309840                                                                                                                   | 01/01/2021              | 01/01/2022              | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000                                                                                                                                                                                    |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                                                                            | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | CWG740993401 (NC, SC only)<br>Excl Officers: Christopher L. Snell<br>Robin J. Snell, David E. Snell<br>Continued on Acord 101 | 01/01/2021              | 01/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| D        | Excess Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                              |          | TUE 0-64-86-16 07                                                                                                             | 01/01/2021              | 01/01/2022              | 20,000,000<br>20,000,000                                                                                                                                                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Stockbridge DOO ITB No 2021-0015 - 2022 LMIG Program.

## CERTIFICATE HOLDER

## CANCELLATION

City of Stockbridge  
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

*Marsh USA Inc.*

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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

|                                  |                  |                                                                                              |
|----------------------------------|------------------|----------------------------------------------------------------------------------------------|
| <b>AGENCY</b><br>MARSH USA, INC. |                  | <b>NAMED INSURED</b><br>E. R. Snell Contractor, Inc<br>1785 Oak Road<br>Snellville, GA 30078 |
| <b>POLICY NUMBER</b>             |                  |                                                                                              |
| <b>CARRIER</b>                   | <b>NAIC CODE</b> |                                                                                              |
| <b>EFFECTIVE DATE:</b>           |                  |                                                                                              |

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage: Workers Compensation. Officers are Included.

State: Georgia

Carrier: XL Specialty Insurance Company

Policy Number: CWE740993501

Effective Date: 01/01/2021

Expiration Date: 01/01/2022

WC Limit: Statutory

Employers Liability:

Each Accident Limit: \$1,000,000

Each Employee Disease Limit: \$1,000,000

SIR: \$650,000

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

Blanket Additional Insured Completed Operations

Blanket Waiver of Subrogation

Primary Non-Contributory Coverage

30 Day Notice of Cancellation

Automobile Liability:

Blanket Additional Insured

Primary Noncontributory

Blanket Waiver of Subrogation

Blanket Loss Payee

30 Day Notice of Cancellation

Workers Compensation (North Carolina/South Carolina):

Blanket Waiver of Subrogation

30 day Notice of Cancellation

Excluded Officers - Christopher L. Snell, Robin J. Snell, David E. Snell

Excess Workers Compensation:

Blanket Waiver of Subrogation

30 day Notice of Cancellation

Umbrella:

Following form on the above policies/endorsements subject to policy terms, conditions and exclusions.



**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)

1/6/22  
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 6th DAY OF January, 2022

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.

41699

EEV/Basic Pilot Program\* User Identification Number

*Andy Holl*

BY: Authorized Officer or Agent

(Subcontractor Name) *Peck Pavement Marking LLC*

Date

*1-4-2022*

*Estimator*

Title of Authorized Officer or Agent of Subcontractor

*Andy Holland*

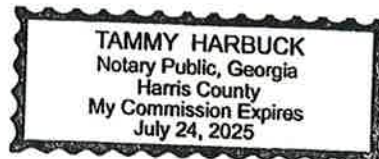
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE *4th* DAY OF *January*, 20 *22*

*Tammy Harbuck*

Notary Public

My Commission Expires: *7-24-2025*



\*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 “**2022 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 5.5 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge’s “**2022 LMIG Program - ITB# 2021-0015**” 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, including the RFP and Contractor's proposal in response to the RFP.
  - 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):

## SECTION VIII

- a. Contractor's Bid.
  - 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



## SECTION VIII

the Contract Documents shall be reformed to replace such stricken provision or part 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 anything 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

SECTION VIII

liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or 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: **2022 LMIG PROGRAM**

Owner: City of Stockbridge, Georgia

Owner's Contract No.: **ITB NO: 2021-0015**

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**

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*): **2022 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)*:

## **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*): **2022 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.*



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 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.

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 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

\$1,000,000

Annual Aggregate

\$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; 2022 LMIG PROGRAM” is included as an addition to these Contract Documents with specific project area enlargements of the original map and are attached to these Supplementary Conditions. Additionally, included into these Contract Document is a detailed section for the required road widening of Stapleton Drive.

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# 2021-0015 - 2022 LMIG PROGRAM” shall be per the “Georgia Department of Transportation – Standard Specifications Construction of Transportation Systems – January 21, 2021 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 2022 LMIG PROGRAM. Roadways are listed in no particular order. All dimensions and related work are approximate and for estimating purposes only.**

- **DAVIDSON PARKWAY SOUTH** - from Henry County Line to North Henry Boulevard: approximately 3480 linear feet x 39-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;
    - stripe center lane with solid yellow and skip yellow on each side;
    - install directional arrows at all intersections and as directed by Engineer;
    - stripe solid white side (FOG) lines;
    - stop bars adjacent to all stop signs.
  - **OLD ATLANTA ROAD** - from Flippen Road to Dead-End: approximately 6100 linear feet x 23-foot nominal width – includes accel/decel lanes and parking adjacent to roadway;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - resurface full road with 1-inch Permaflex;



## SECTION XV

- resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
  - adjust all manholes to finished grade;
  - adjust all water valves to grade;
  - stop bars adjacent to all stop signs.
  - stripe center lane with double solid yellow;
  - install directional arrows at all intersections and as directed by Engineer;
  - stripe solid white side (FOG) lines where no curb exists;
  - parallel parking striping;
  - decel lane striping with direction arrows
- **MEADOW RIDGE DRIVE** - from Davis Road to the Cul-De-Sac: approximately 1670 linear feet x 23-foot nominal width; with cul-de-sac;
  - **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.
- **ANGELA COURT** - from Meadow Ridge Drive to the Cul-De-Sac: approximately 250 linear feet x 23-foot nominal width; with cul-de-sac;
  - **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.
- **REBECCA COURT** - from Meadow Ridge Drive to the Cul-De-Sac: approximately 205 linear feet x 23-foot nominal width; with cul-de-sac;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 100 ft.<sup>2</sup>;
    - 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.
- **WILLOW SPRINGS LANE** - from Old Atlanta Road to the Cul-De-Sac: approximately 3485 linear feet x 23-foot nominal width; with cul-de-sac and eyebrow cul-de-sac;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 500 ft.<sup>2</sup>;
    - resurface full road with 1-inch Permaflex;

## SECTION XV

- 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;
- **SAGE COURT** - from Spring Creek Drive to the Cul-De-Sac: approximately 445 linear feet x 23-foot nominal width; with cul-de-sac
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 100 ft.<sup>2</sup>;
      - resurface full road with 1-inch Permaflex;
      - face entire roadway with 1.5-inches of 12.5 mm Superpave;
      - adjust all manholes to finished grade;
      - stop bars adjacent to all stop signs.
- **OLD LEGENDS BOULEVARD** - from Walt Stephens to Memory Lane: approximately 245 linear feet w/ entrance island and 18' travel lanes transition to 23'; deceleration lane;
    - **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;
      - decel lane striping with direction arrows.
- **MEMORY LANE** - from the Cul-De-Sac to the Cul-De-Sac: approximately 2725 linear feet x 23-foot nominal width; 2 - cul-de-sacs and 2 – eyebrow cul-de-sacs;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 1000 ft.<sup>2</sup>;
      - 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.
- **TIMELESS WALK** - from Memory Lane to the Cul-De-Sac: approximately 900 linear feet x 23-foot nominal width; cul-de-sac;
    - **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

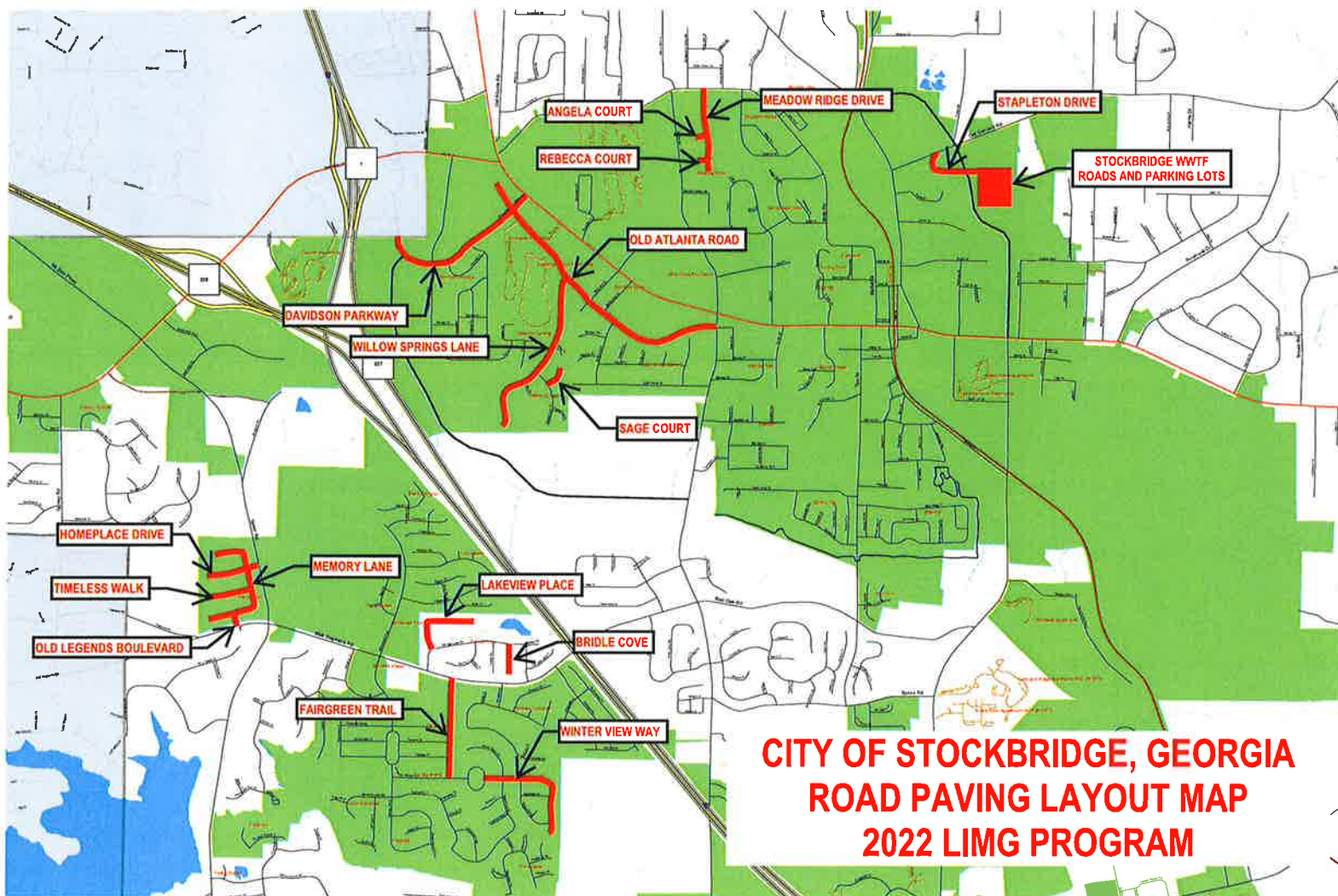
- **HOMEPLACE DRIVE** - from Speer Road to the Cul-De-Sac: approximately 1035 linear feet x 23-foot nominal width; entrance island and 18' travel lanes transition to 23'; deceleration lane;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 1000 ft.<sup>2</sup>;
    - 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;
    - decel lane striping with direction arrows.
- **BRIDLE COVE** - from Carriage Lake Drive to the Cul-De-Sac: approximately 575 linear feet x 23-foot nominal width; with 80' diameter Cul-de-Sac;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 100 ft.<sup>2</sup>;
    - 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.
- **LAKEVIEW PLACE** - from Carriage Lake Drive to the Cul-De-Sac: approximately 1485 linear feet x 23-foot nominal width; with 80' diameter Cul-de-Sac and 80' diameter eyebrow Cul-de-Sac;
  - **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.
- **FAIRGREEN TRIAL** - from Walt Stephens to Monarch Village Way: approximately 1975 linear feet x 23-foot nominal width; with entrance island and 380' x 57' paved area at entrance;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 500 ft.<sup>2</sup>;
    - 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;

## SECTION XV

- stop bars adjacent to all stop signs;
  - right-turn arrow;
  - left-turn arrow;
  - 5" wide double yellow solid center line approximately 300 L.F;
  - Crosswalk striping approximately 60 L.F.
- 
- **WINTER VIEW WAY** - from Monarch Village Way to the Cul-De-Sac: approximately 2350 linear feet x 23-foot nominal width; entrance island with 15' travel lanes and 80' diameter Cul-de-Sac;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 500 ft.<sup>2</sup>;
      - 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.
- 
- **STAPLETON DRIVE** - from Old Conyers Road to the gates of the Stockbridge WWTF: approximately 1235 linear feet x 23-foot nominal width first 345 linear feet and 14-foot wide remainder;
    - **Proposed Improvements**
      - excavate roots along existing roadway;
      - patch approximately 3000 ft.<sup>2</sup>;
      - widen 14-foot wide road to 19-foot wide per detail;
      - install 25 linear feet of 15" RCP storm culvert w/ 2-headwalls;
      - resurface full road with 1-inch Permafex;
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
      - stop bars adjacent to all stop signs.
- 
- **STOCKBRIDGE WWTF** - from the gates of the Stockbridge WWTF and all existing asphalt roadways and parking;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 500 ft.<sup>2</sup>;
      - resurface full road and parking areas with 1-inch Permafex;
      - resurface entire roadway and parking areas with 1.5-inches of 12.5 mm Superpave;
      - adjust all manholes to finished grade;
      - restripe parking area;
      - install handicap parking signage & striping with handicap symbol;
      - stop bars adjacent to all stop signs.

**SECTION XVII**

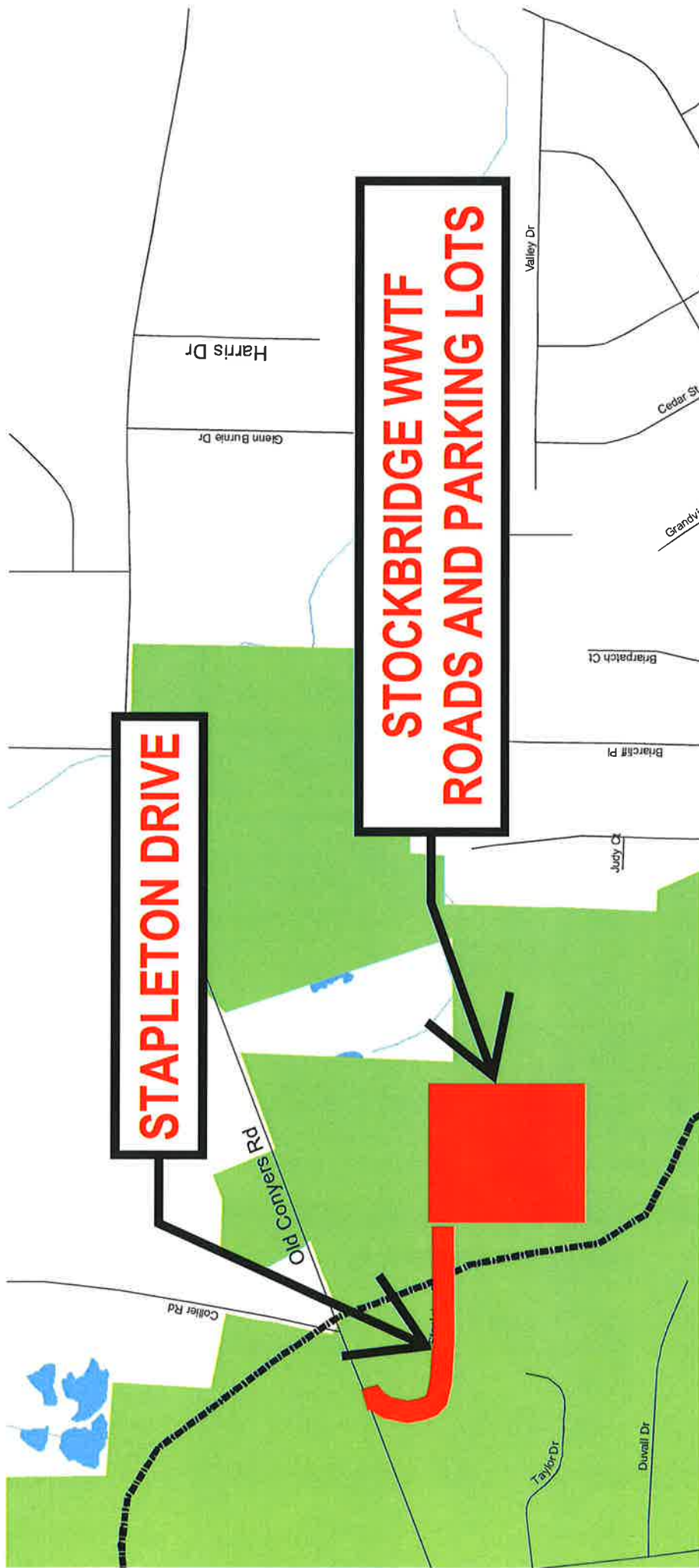
**PROJECT MAPS AND DETAILS**



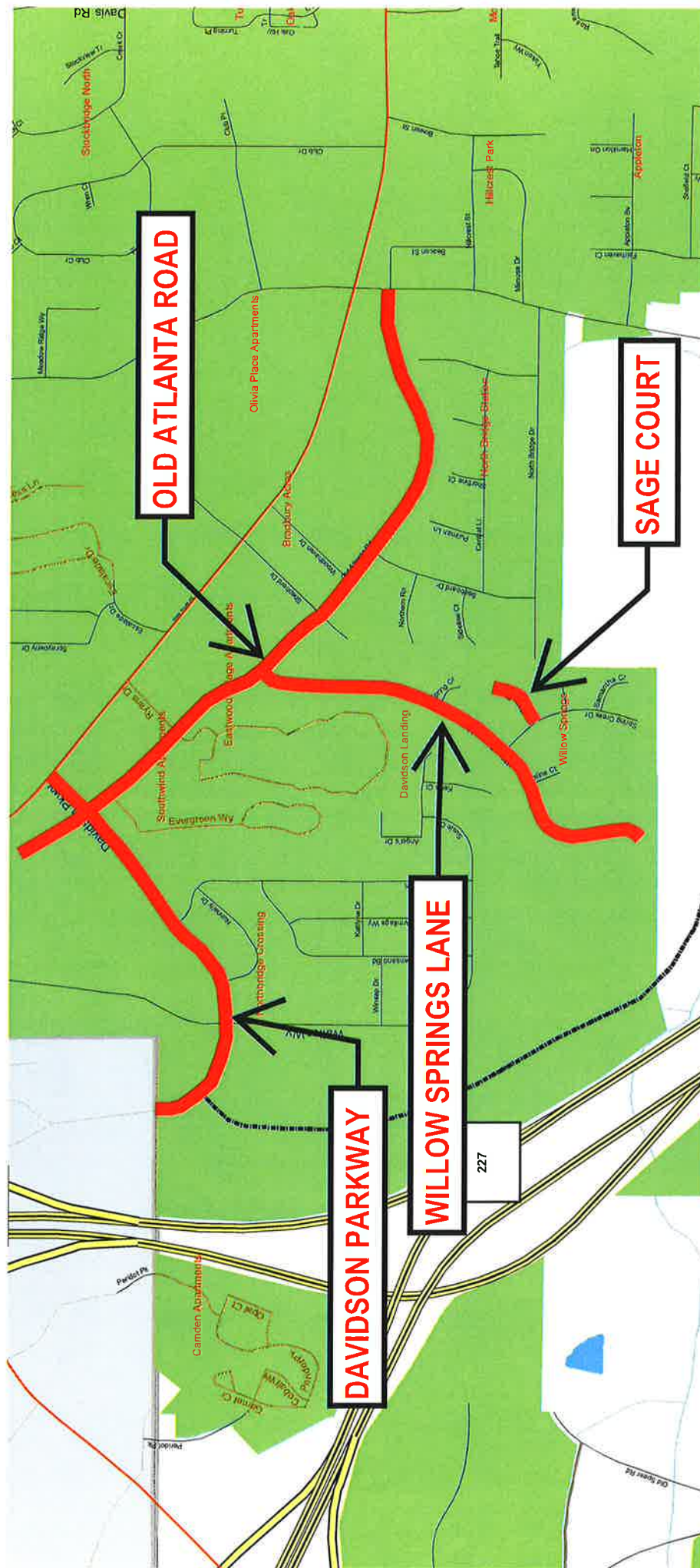
ANGELA COURT

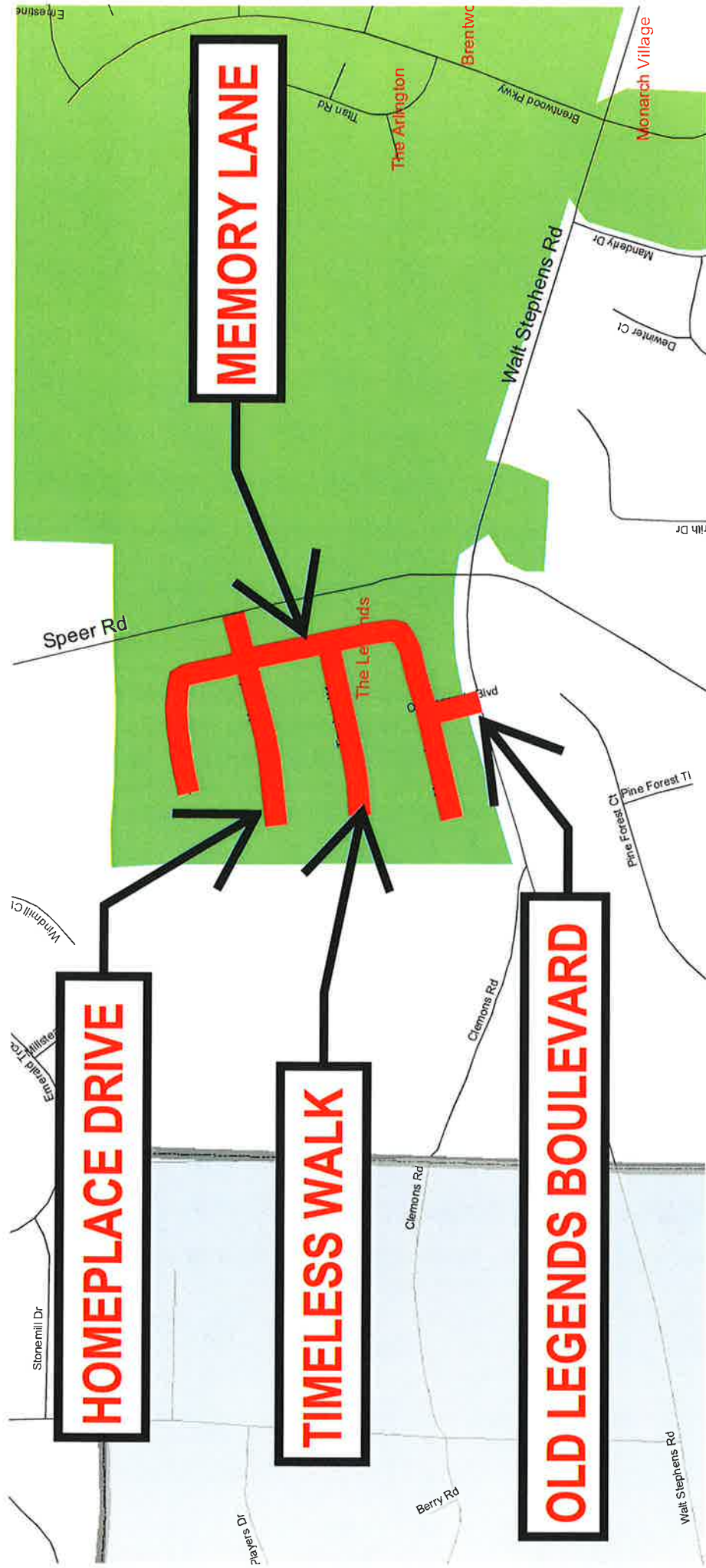
**REBECCA COURT**

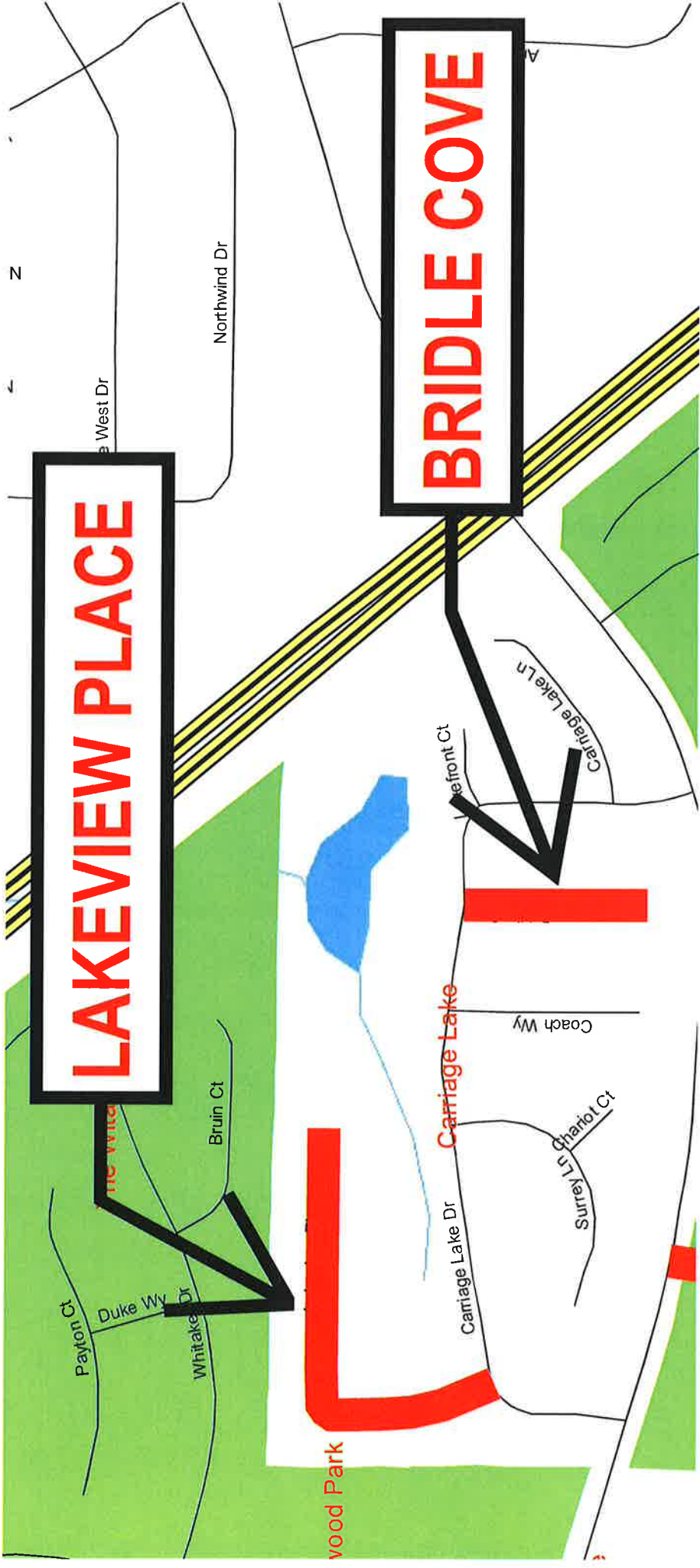












LAKEVIEW PLACE

BRIDLE COVE

N

West Dr

Northwind Dr

Bruin Ct

Payton Ct

Duke Wy

Whitaker Dr

Wood Park

Carriage Lake Dr

Carriage Lake

Coach Wy

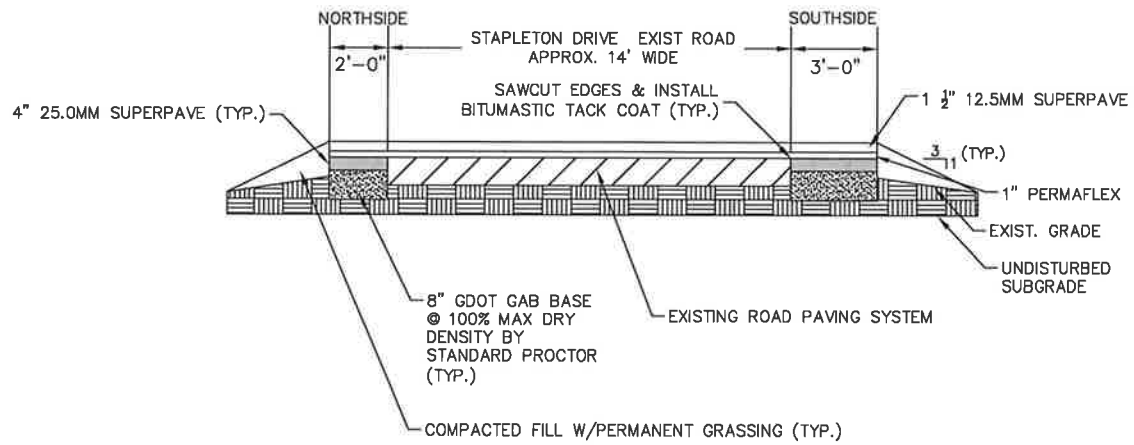
Surrey Ln

Carriage Lake Ln

Leiffront Ct







SECTION XVII



EXHIBIT II  
REFERENCE VERIFICATION AND RELEASE FORM

SOLICITATION NUMBER: ITB NO.: 2021-0015

PROJECT TITLE: STOCKBRIDGE - 2022 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 Langley Drive

City/State/Zip Code: Lawrenceville, GA 30045

Contact Person Name: Ralph Rollins / Atlas

Contact Person Title: Project Mgr

Contact Person Phone No.: 770-882-8000

Contact Person Email: ralph.rollins@oneatlas.com

Date Work Performed: 3/21 - 10/21

Brief Description of Work Performed:

2020 Resurfacing North & South

## SECTION XVII

### REFERENCE NO. 2:

Name of Company/Entity: City of Buford

Mailing Address: 2300 Buford Hwy NE

City/State/Zip Code: Buford, GA 30518

Contact Person Name: Clyde Black

Contact Person Title: Project mgr

Contact Person Phone No.: 770-945-6761

Contact Person Email: cblack@cityofbuford.com

Date Work Performed: 9/20 - 11/20

Brief Description of Work Performed:

Buford 2020 LMIG

### REFERENCE NO. 3:

Name of Company/Entity: Spalding County

Mailing Address: <sup>MC</sup> ██████████ 119 E. Salmon St.

City/State/Zip Code: GRIFFIN, GA 30223

Contact Person Name: Terri Bass

Contact Person Title: Project mgr

Contact Person Phone No.: 770-467-4232

Contact Person Email: tbass@spaldingcounty.com

Date Work Performed: 9/20 - 12/20

Brief Description of Work Performed:

2020 LMIG

## SECTION XVII

### REFERENCE NO. 4:

Name of Company/Entity: Clayton County Central Services

Mailing Address: 7994 North McDonough St.

City/State/Zip Code: Jonesboro, GA 30236

Contact Person Name: Justin Gossett

Contact Person Title: Project Mgr

Contact Person Phone No.: 770-477-3587

Contact Person Email: justin.gossett@claytoncountyga.gov

Date Work Performed: 3/20-12/20

Brief Description of Work Performed:

2020 TSP/OST Districts 1 & 2, 3 & 4

### 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: Craig Barton

Contact Person Title: Project Mgr

Contact Person Phone No.: 770-985-3524

Contact Person Email: cbarton@snellville.org

Date Work Performed: 10/19-12/19

Brief Description of Work Performed:

Snellville 2019-2020 Resurfacing



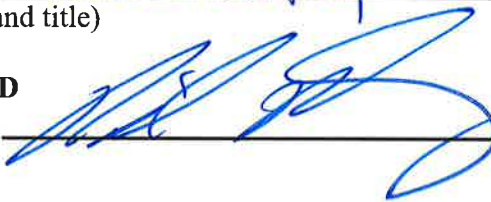
## SECTION XVII

### 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  
(Printed name and title)

**AUTHORIZED SIGNATURE:**  **DATE:** 1/6/22

## 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  
(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>Chandler 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? 99
6. Financial Statement: (Attach Separate Sheet) Will provide 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:

N/A

12. Will you, upon request, furnish any other information that the City of Stockbridge may require?

YES

13. The undersigned hereby authorizes and requests any person to furnish any information requested by the City of Stockbridge comprising this Statement of Bidder's Qualifications.

Date at \_\_\_\_\_ this 6th day of January, 20 22.

E.R. Snell Contractor Inc.  
(Name of Bidder)

By: TJ NCR

Title: Vice President

STATE OF Georgia )

COUNTY OF Gwinnett )

Tom Clower, being duly sworn, deposes and says that he is 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: 6th

Day of January, 20 22

Kelley Pollard  
NOTARY PUBLIC

My commission expires: 5/18/24



# ERS Status of Contracts On Hand

Contract: All Through Month: 12/21

|        |                       | ContractAmt           | SubContract | NetObligations | NetCompleted | NetUnCompleted |
|--------|-----------------------|-----------------------|-------------|----------------|--------------|----------------|
| 40601- | COWETA PARKWAY EXTE   | JEROME BRADFORD EN    | 0           | 1,175,335      | 473,904      | 701,431        |
| 40602- | COWETA INDUSTRIAL LO  | CONLAN COMPANY        | 0           | 460,926        | 0            | 460,926        |
| 40614- | GREATER VALLEY COMM   | PLATEAU EXCAVATION I  | 0           | 1,138,658      | 876,575      | 262,084        |
| 40618- | PARK LAKE             | KAJIMA BUILDING & DES | 0           | 682,427        | 177,717      | 504,710        |
| 40622- | VALENTINE FARMS PHAS  | FCL BUILDERS GEORGI   | 0           | 1,712,558      | 0            | 1,712,558      |
| 40623- | CARTERSVILLE LOGISTI  | CONLAN COMPANY        | 0           | 867,552        | 329,008      | 538,544        |
| 40624- | PENDERGRASS LOGISTI   | CONLAN COMPANY        | 0           | 1,340,290      | 921,126      | 419,164        |
| 40627- | RIVERSIDE WEST 200    | ORDNER CONSTRUCTIC    | 0           | 481,010        | 0            | 481,010        |
| 40629- | SIGMAN ROAD WAREHO    | EVANS GENERAL CONTI   | 0           | 606,060        | 0            | 606,060        |
| 40631- | JEFFERSON MILL PHASE  | CATAMOUNT CONSTRU     | 0           | 345,000        | 69,452       | 275,548        |
| 40633- | 185 SOUTH DISTRIBUTIO | ORDNER CONSTRUCTIC    | 0           | 453,145        | 0            | 453,145        |
| 40634- | FIB BUILDING II       | CONLAN COMPANY        | 0           | 1,105,540      | 0            | 1,105,540      |
| 40636- | ATLANTA MOTOR SPEED   | EUROVIA ATLANTIC CO   | 0           | 2,667,561      | 1,765,169    | 902,392        |
| 40637- | PALMETTO BUILDING 3   | CONLAN COMPANY        | 0           | 2,650,977      | 1,780,663    | 870,314        |
| 40638- | OAKMONT 20 WEST       | CONLAN COMPANY        | 0           | 354,734        | 0            | 354,734        |
| 40640- | MCCLURE 15            | CONLAN COMPANY        | 0           | 2,358,622      | 0            | 2,358,622      |
| 40644- | THURMAN TANNER        | ORDNER CONSTRUCTIC    | 0           | 1,232,442      | 0            | 1,232,442      |
| 40645- | RIVERVIEW SPECULATIV  | ALSTON CONSTRUCTIO    | 0           | 1,954,990      | 0            | 1,954,990      |
| 40646- | STONEMONT BRASELTO    | KAJIMA BUILDING & DES | 0           | 1,150,062      | 0            | 1,150,062      |
| 40647- | PROJECT REVIVE AMAZC  | CONLAN COMPANY        | 0           | 5,995,419      | 312,120      | 5,683,299      |
| 40648- | BALLARD ROAD          | CONLAN COMPANY        | 0           | 347,227        | 0            | 347,227        |
| 50277- | GRAVEL SPRINGS ROAD   | GWINNETT COUNTY       | 6,229,843   | 14,046,067     | 12,058,830   | 1,987,237      |
| 50283- | ROCKBRIDGE ROAD       | DEKALB COUNTY TAX C   | 1,772,193   | 1,457,693      | 824,019      | 633,674        |
| 50299- | WINDY HILL CONNECTO   | COBB COUNTY BOARD     | 5,488,841   | 12,632,906     | 7,107,079    | 5,525,827      |
| 50303- | SR 9 @ OXBO ROAD      | CITY OF ROSWELL       | 2,601,401   | 3,401,088      | 1,057,680    | 2,343,407      |
| 50307- | COLUMBIA-LEWISTON RI  | COLUMBIA COUNTY RO    | 10,058,354  | 15,261,736     | 2,964,747    | 12,296,988     |

# ERS Status of Contracts On Hand

Contract: All Through Month: 12/21

|                                |                      | <u>ContractAmt</u> | <u>SubContract</u> | <u>NetObligations</u> | <u>NetCompleted</u> | <u>NetUnCompleted</u> |
|--------------------------------|----------------------|--------------------|--------------------|-----------------------|---------------------|-----------------------|
| 50309- SPALDING DRIVE FOR CI   | CMES, INC.           | 943,769            | 0                  | 943,769               | 179,769             | 764,000               |
| 50324- ROCKDALE - SIGMAN RD    | ROCKDALE COUNTY TR   | 15,166,605         | 4,059,190          | 11,107,415            | 3,479,501           | 7,627,914             |
| 50327- ACC - BEN EPPS TAXIWA   | THE ASTRA GROUP, INC | 1,293,362          | 0                  | 1,293,362             | 573,077             | 720,285               |
| 50351- GWINNETT SOUTH 2021 I   | GWINNETT COUNTY      | 6,300,184          | 347,695            | 5,952,488             | 5,517,046           | 435,442               |
| 50352- GWINNETT WEST 2021 R    | GWINNETT COUNTY      | 9,179,050          | 578,590            | 8,600,460             | 7,916,253           | 684,207               |
| 50353- COLUMBIA - FURYS FER    | COLUMBIA COUNTY RO   | 32,373,935         | 12,473,083         | 19,900,852            | 858,801             | 19,042,050            |
| 50354- HENRY COUNTY 2021 RE    | HENRY COUNTY         | 27,649,988         | 4,696,686          | 22,953,302            | 6,551,057           | 16,402,245            |
| 50355- AUGUSTA REGIONAL AIR    | CITY OF AUGUSTA      | 1,069,276          | 104,277            | 964,999               | 654,014             | 310,985               |
| 50358- STONECREST 2021 RESL    | CITY OF STONECREST   | 7,898,822          | 4,162,132          | 3,736,690             | 2,934,703           | 801,987               |
| 50359- DEKALB PHASE 2 AREA F   | DEKALB COUNTY TAX C  | 13,078,024         | 2,928,137          | 10,149,887            | 0                   | 10,149,887            |
| 50361- PEACHTREE DUNWOOD       | OHMSHIV CONSTRUCTI   | 305,060            | 0                  | 305,060               | 0                   | 305,060               |
| 50362- SNELLVILLE - 2021 ANNU  | CITY OF SNELLVILLE   | 695,513            | 44,893             | 650,620               | 137,816             | 512,804               |
| 50364- GWINNETT - THOMPSON     | OHMSHIV CONSTRUCTI   | 332,063            | 0                  | 332,063               | 0                   | 332,063               |
| 50365- HARALSON - RECREATIO    | HARALSON COUNTY      | 397,438            | 0                  | 397,438               | 0                   | 397,438               |
| 50366- POWDER SPRINGS STRE     | CMES, INC.           | 710,076            | 0                  | 710,076               | 0                   | 710,076               |
| 50368- HALL - HOG MOUNTAIN @   | HALL COUNTY BOARD C  | 871,777            | 207,287            | 664,490               | 0                   | 664,490               |
| 50369- WHITE - AIRPORT RD BR   | WHITE COUNTY PUBLIC  | 302,699            | 41,190             | 261,509               | 0                   | 261,509               |
| 60155- 0012700 NHIMO-0016-01   | DEPARTMENT OF TRAN:  | 157,677,700        | 51,712,798         | 105,964,902           | 98,774,542          | 7,190,360             |
| 60192- 0006327, 0010554 - BARR | DEPARTMENT OF TRAN:  | 58,661,350         | 22,989,737         | 35,671,612            | 34,018,878          | 1,652,735             |
| 60219- 0010212 HALL SR 53 BRIE | DEPARTMENT OF TRAN:  | 20,158,437         | 1,662,674          | 18,495,763            | 12,803,642          | 5,692,121             |
| 60220- SR 166 ROUNDABOUT FC    | CMES, INC.           | 950,932            | 0                  | 950,932               | 678,787             | 272,145               |
| 60225- 0013627 SR 369 BRIDGE   | DEPARTMENT OF TRAN:  | 4,841,639          | 1,224,004          | 3,617,635             | 1,658,353           | 1,959,282             |
| 60226- 132986 GWINNETT-SR 12   | DEPARTMENT OF TRAN:  | 6,571,723          | 1,767,615          | 4,804,108             | 1,621,579           | 3,182,529             |
| 60233- 0008431 BARROW - SR31   | DEPARTMENT OF TRAN:  | 27,271,062         | 10,469,112         | 16,801,950            | 13,059,344          | 3,742,606             |
| 60239- US 221 @ I-20 FOR UNITE | UNITED INFRASTRUCTUR | 1,468,632          | 0                  | 1,468,632             | 104,605             | 1,364,027             |
| 60249- HENRY - I-75 @ SR 20 DD | CMES, INC.           | 494,148            | 0                  | 494,148               | 179,547             | 314,601               |

# ERS Status of Contracts On Hand

Contract: All Through Month: 12/21

|              |                          | ContractAmt | SubContract | NetObligations | NetCompleted | NetUnCompleted |
|--------------|--------------------------|-------------|-------------|----------------|--------------|----------------|
| 60251-       | 0011660 RICHMOND - US    | 20,675,757  | 15,536,806  | 5,138,951      | 2,159,854    | 2,979,097      |
| 60253-       | 122600 CLARKE - LEXING   | 20,518,831  | 3,985,347   | 16,533,484     | 607,738      | 15,925,746     |
| 60256-       | 0013614 MORGAN - US 4    | 39,645,074  | 5,312,461   | 34,332,613     | 10,137,398   | 24,195,215     |
| 60257-       | 0013939 FRANKLIN - SR 5  | 2,882,002   | 868,819     | 2,013,183      | 141,140      | 1,872,043      |
| 60261-       | 0009011 OCONEE - US 44   | 13,297,663  | 3,724,614   | 9,573,050      | 93,806       | 9,479,244      |
| 60266-       | 0017126 DEKALB I-285 @   | 16,683,503  | 6,509,428   | 10,174,075     | 296,014      | 9,878,061      |
| 60268-       | FULTON - SR 9 WIDENING   | 5,170,779   | 0           | 5,170,779      | 0            | 5,170,779      |
| 60269-       | CARROLL - SR 100 BRIDGE  | 431,014     | 0           | 431,014        | 0            | 431,014        |
| 60273-       | 0013996 MADISON-US 29    | 4,759,733   | 421,849     | 4,337,885      | 577,987      | 3,759,897      |
| 60274-       | 0013618 JASPER - MONTI   | 17,452,849  | 2,330,398   | 15,122,450     | 1,451,704    | 13,670,746     |
| 60275-       | 222120 JEFFERSON - US    | 46,866,078  | 14,682,586  | 32,183,492     | 0            | 32,183,492     |
| 60276-       | 222170 JEFFERSON - US    | 32,225,039  | 12,443,432  | 19,781,607     | 1,263,250    | 18,518,357     |
| 60277-       | M005964 MORGAN-WALT      | 5,277,034   | 616,569     | 4,660,465      | 706,973      | 3,953,492      |
| 60278-       | M005966 NEWTON I20 SF    | 3,168,723   | 353,494     | 2,815,228      | 0            | 2,815,228      |
| 60279-       | M005570 CARROLL - I20 F  | 796,115     | 0           | 796,115        | 0            | 796,115        |
| 60280-       | 0015245 I-85 WIDENING F  | 141,981,254 | 42,762,419  | 99,218,835     | 2,876,487    | 96,342,348     |
| 60284-       | M006054 HART - SR 8 RE   | 1,899,726   | 190,985     | 1,708,740      | 0            | 1,708,740      |
| 60285-       | M005751 MADISON - SR 1   | 1,999,408   | 145,757     | 1,853,651      | 0            | 1,853,651      |
| 60286-       | M006097 COWETA - SR 3    | 7,777,789   | 1,397,165   | 6,380,624      | 0            | 6,380,624      |
| 60287-       | 0017112 WALTON - JACKSON | 1,689,108   | 156,460     | 1,532,648      | 0            | 1,532,648      |
| Grand Total: |                          | 883,891,395 | 257,058,323 | 626,833,071    | 242,731,756  | 384,101,316    |

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| Equipment        |                               | Vin Number        | Date<br>Last Used | Status | Attach To<br>Equip |
|------------------|-------------------------------|-------------------|-------------------|--------|--------------------|
| <b>Equipment</b> |                               |                   |                   |        |                    |
| BH-0109          | 2009 JOHN DEERE 310J          | T0310JX145643     | 12/10/21          | Active |                    |
| BH-0110          | 2009 JOHN DEERE 310J          | T0310JX152031     | 12/15/21          | Active |                    |
| BH-0111          | 2009 JOHN DEERE 310J          | T0310JX169226     | 12/20/21          | Active |                    |
| BH-0120          | 2012 JOHN DEERE 290GLC        | 1FF290GXVCE705276 | 12/13/21          | Active |                    |
| BH-0127          | 2014 CAT 336 EL               | 0FJH1855          | 12/15/21          | Active |                    |
| BH-0129          | 2014 CAT 324EL                | PNW01538          | 12/01/21          | Active |                    |
| BH-0130          | 2015 JOHN DEERE 250GLC W/ HAM | 1FF250GXLEF609367 | 12/21/21          | Active |                    |
| BH-0134          | 2015 JOHN DEERE 85G           | 1FF085GXHFJ018032 | 11/11/21          | Active |                    |
| BH-0135          | 2015 JOHN DEERE 250GLC        | 1FF250GXCF609777  | 12/07/21          | Active |                    |
| BH-0136          | 2015 JOHN DEERE 250GLC        | 1FF250GXEFF609809 | 12/20/21          | Active |                    |
| BH-0137          | 2016 KOMATSU PC45MR (HYD THL  | 30162             | 12/17/21          | Active |                    |
| BH-0138          | 2016 CAT 305E2 (HYD THUMB)    | H5M02299          | 12/08/21          | Active |                    |
| BH-0139          | 2016 KOMATSU PC290 LC-11      | A27440            | 12/21/21          | Active |                    |
| BH-0140          | 2016 KOMATSU PC290 LC-11      | A27352            | 12/17/21          | Active |                    |
| BH-0141          | 2016 CAT 323FL                | OXCFO1347         | 11/30/21          | Active |                    |
| BH-0142          | 2016 KOMATSU PC138 USLC       | A050519           | 12/10/21          | Active |                    |
| BH-0143          | 2016 CAT 420F 2               | HWD01434          | 12/20/21          | Active |                    |
| BH-0144          | 2016 CAT 420F 2               | HWD01435          | 12/21/21          | Active |                    |
| BH-0145          | 2016 CAT 420F 2               | HWD01437          | 12/20/21          | Active |                    |
| BH-0146          | 2017 CAT 308E 2               | CAT0308ECFJX08433 | 12/17/21          | Active |                    |
| BH-0147          | 2017 KOMATSU PC45MR-5 (HYD TH | 30846             | 12/04/21          | Active |                    |
| BH-0148          | 2017 CAT 308E 2 (MANUAL THUMB | CAT0308EAFJX08667 | 12/21/21          | Active |                    |
| BH-0149          | 2017 CAT 308E 2 (MANUAL THUMB | FJX08661          | 12/21/21          | Active |                    |
| BH-0150          | 2017 KOMATSU PC290 LC-11      | A27589            | 12/15/21          | Active |                    |
| BH-0151          | 2017 KOMATSU 240LC 11         | A22195            | 12/20/21          | Active |                    |
| BH-0152          | 2017 CAT 325F L               | 0XAA10256         | 12/14/21          | Active |                    |
| BH-0153          | 2017 KOMATSU PC290 LC-11      | A27700            | 12/20/21          | Active |                    |
| BH-0154          | 2017 KOMATSU PC240 LC-11      | A22214            | 12/10/21          | Active |                    |
| BH-0155          | 2017 CAT M318F                | FB800471          | 12/09/21          | Active |                    |
| BH-0156          | 2017 KOMATSU PC 290 LC-11     | A27745            | 12/20/21          | Active |                    |
| BH-0157          | 2017 HITACHI ZX470 LC-6 (GPS) | HCMJAG60A00060369 | 12/09/21          | Active |                    |
| BH-0158          | 2017 HITACHI ZX470 LC-6 (GPS) | HCMJAG60J00060450 | 12/21/21          | Active |                    |
| BH-0159          | 2018 HITACHI ZX250 LC-8       | 1FFDC270LJF440202 | 12/09/21          | Active |                    |
| BH-0160          | 2018 HITACHI ZX250 LC-8       | 1FFDL270KJF440208 | 12/09/21          | Active |                    |
| BH-0161          | 2018 HITACHI ZX190 W-6        | HCMLBH60C00005008 | 12/10/21          | Active |                    |
| BH-0162          | 2018 KOMATSU PC45 MR-5        | 31844             | 12/15/21          | Active |                    |
| BH-0163          | 2019 KOMATSU PC240 LC-11      | 95462             | 12/20/21          | Active |                    |
| BH-0164          | 2019 JOHN DEERE 85G           | 020636            | 12/20/21          | Active |                    |
| BH-0165          | 2019 HITACHI ZX300 LC-6       | 1FFDDP70VJF840509 | 12/15/21          | Active |                    |
| BH-0166          | 2019 KOMATSU PC290 LC-11 (GPS | K73168            | 12/21/21          | Active |                    |
| BH-0167          | 2018 KOMATSU PC360            | A35704            | 12/10/21          | Active |                    |
| BH-0168          | 2019 HITACHI ZX470 LC-6 (GPS) | HCMJAG60A00061036 | 12/16/21          | Active |                    |
| BH-0169          | 2019 CAT 420F 2               | HWC04195          | 12/20/21          | Active |                    |
| BH-0170          | 2019 CAT 336                  | DKS00424          | 12/20/21          | Active |                    |
| BH-0171          | 2019 KOMATSU PC 138           | 55276             | 12/20/21          | Active |                    |
| BH-0172          | 2020 KOMATSU PC45-5           | 32868             | 12/20/21          | Active |                    |
| BH-0173          | 2020 KOMATSU PC 240-11        | K73183            | 12/16/21          | Active |                    |
| BH-0174          | 2020 KOMATSU PC 240-11        | A22505            | 12/20/21          | Active |                    |
| BH-0175          | 2020 KOMATSU PC 45-5          | 33211             | 12/20/21          | Active |                    |
| BH-0176          | 2020 KOMATSU PC 240-11        | K73196            | 12/21/21          | Active |                    |
| BH-0177          | 2020 KOMATSU PC290-11         | A28197            | 12/20/21          | Active |                    |
| BH-0178          | 2020 KOMATSU PC290-11         | A28196            | 12/21/21          | Active |                    |
| BH-0179          | 2020 KOMATSU PC490-11         | A42539            | 12/07/21          | Active |                    |
| BH-0180          | 2020 HITACHI ZX300LC-6N       | 1FFDDP7OJLF840705 | 11/01/21          | Active |                    |

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| Equipment |                               | Vin Number         | Date<br>Last Used | Status | Attach To<br>Equip |
|-----------|-------------------------------|--------------------|-------------------|--------|--------------------|
| Equipment | - Continued                   |                    |                   |        |                    |
| BH-0181   | 2021 KOMATSU PC 240 LC-11     | 95706              | 12/21/21          | Active |                    |
| BH-0182   | 2021 KOMATSU PC 240 LC-11     | 95568              | 12/20/21          | Active |                    |
| BH-0183   | 2021 JOHN DEERE 310L          | 1TO310LXCMF392890  | 12/13/21          | Active |                    |
| BH-0184   | 2021 JOHN DEERE 310 L         | 1T0310LXHMF398713  | 12/20/21          | Active |                    |
| BH-0185   | 2016 USED CAT 336 FL          | SSN00308           | 12/11/21          | Active |                    |
| BH-0186   | 2021 CAT 323                  | NDL10426           | 12/17/21          | Active |                    |
| CM-0661   | 2004 CAT CS-433E              | ASR00259           | 12/17/21          | Active |                    |
| CM-0665   | 2005 INGERSOLL RAND SD70      | 182655             | 12/15/21          | Active |                    |
| CM-0672   | 2004 ROSCO TRU PAC 915 CONST  | 91542483           | 12/21/21          | Active |                    |
| CM-0673   | 2006 ROSCO TRU PAC 915 CONST  | 91545955           | 12/09/21          | Active |                    |
| CM-0678   | 2006 INGERSOLL RAND SD116PF   | 191168             | 12/07/21          | Active |                    |
| CM-0679   | 2007 INGERSOLL RAND SD70      | 191509             | 12/15/21          | Active |                    |
| CM-0680   | 2007 INGERSOLL RAND SD70 TF   | 191622             | 12/06/21          | Active |                    |
| CM-0681   | 2007 CAT 815F                 | BKL01022           | 11/01/21          | Active |                    |
| CM-0682   | 2007 DYNAPAC CA262PD          | 67620624           | 12/09/21          | Active |                    |
| CM-0687   | 2007 HYPAC 340                | 901C14603452       | 12/17/21          | Active |                    |
| CM-0693   | 2007 WACKER TRENCH ROLLER     | 5732618            | 12/15/21          | Active |                    |
| CM-0695   | 2008 LEEBOY 420 ASPHALT       | 420-49032          | 12/15/21          | Active |                    |
| CM-0697   | 2008 HYPAC C340C              | 901C14603478       | 12/01/21          | Active |                    |
| CM-0700   | 2008 CAT 815FAC               | BKL01069           | 12/07/21          | Active |                    |
| CM-0701   | 2008 INGERSOLL RAND PT125R CX | 195492             | 12/17/21          | Active |                    |
| CM-0702   | 2008 DYNAPAC CC142            | 60213776           | 11/15/21          | Active |                    |
| CM-0703   | 2008 VOLVO PT125R CONSTRUCT   | 197723             | 12/20/21          | Active |                    |
| CM-0707   | 2009 VOLVO PT125R CONSTRUCT   | 199449             | 12/15/21          | Active |                    |
| CM-0712   | 2011 HAMM HD 120 VV           | 1840289            | 09/01/21          | Active |                    |
| CM-0713   | 2011 HAMM 3410                | H1791543           | 12/17/21          | Active |                    |
| CM-0714   | 2011 HAMM 3410                | H1791525           | 12/14/21          | Active |                    |
| CM-0715   | 2011 HAMM 3410                | H1791501           | 12/10/21          | Active |                    |
| CM-0718   | 2012 WACKER RT82C             | 20136934           | 02/06/21          | Active |                    |
| CM-0719   | 2012 WACKER RT82C             | 20136932           | 12/15/21          | Active |                    |
| CM-0720   | 2012 CAT 815F                 | BYN00710           | 12/20/21          | Active |                    |
| CM-0721   | 2013 VOLVO PT125 CONSTRUCTIC  | VECE0T12500S326007 | 12/08/21          | Active |                    |
| CM-0723   | 2014 ATLAS COPCO CA1500 PADF  | 10000156H0A014234  | 12/02/21          | Active |                    |
| CM-0724   | 2014 ATLAS COPCO CA 1500D     | 10000156H014282    | 12/10/21          | Active |                    |
| CM-0725   | 2014 ATLAS COPCO CA2500D      | 10000158V0A014117  | 12/17/21          | Active |                    |
| CM-0730   | 2015 LEEBOY 420 ASPHALT       | 116984             | 12/21/21          | Active |                    |
| CM-0731   | 2015 VOLVO PT125 CONSTRUCTIC  | VCEO1125K08326067  | 12/15/21          | Active |                    |
| CM-0732   | 2015 HAMM HD14VV              | H2012423           | 12/15/21          | Active |                    |
| CM-0733   | 2015 HAMM HD90VVHF            | H1850756           | 12/09/21          | Active |                    |
| CM-0735   | 2015 LEEBOY 420 ASHPALT       | 123305             | 12/15/21          | Active |                    |
| CM-0736   | 2015 BOMAG TRENCH ROLLER      | 101720123502       | 10/05/21          | Active |                    |
| CM-0737   | 2013 CAT CP56B                | 0LHC00276          | 12/04/21          | Active |                    |
| CM-0741   | 2015 BOMAG BMP8500            | 101720124662       | 12/04/21          | Active |                    |
| CM-0742   | 2016 HAMM H11IXP              | 2100554            | 12/20/21          | Active |                    |
| CM-0743   | 2016 HAMM H11IXP              | 2100603            | 12/20/21          | Active |                    |
| CM-0745   | 2016 HAMM HD70                | 1860229            | 12/08/21          | Active |                    |
| CM-0746   | 2016 HAMM H7I                 | H2220894           | 12/09/21          | Active |                    |
| CM-0747   | 2016 HAMM H11IX               | H2100771           | 12/06/21          | Active |                    |
| CM-0749   | 2015 CAT 815F2                | BYN00980           | 12/16/21          | Active |                    |
| CM-0750   | 2016 VOLVO PT125 ASPHALT      | VCEP1125C0S326202  | 12/15/21          | Active |                    |
| CM-0751   | 2016 HAMM H7I                 | H2220970           | 12/09/21          | Active |                    |
| CM-0752   | 2016 HAMM H7I                 | H2220988           | 12/17/21          | Active |                    |
| CM-0753   | 2016 CAT CW14 ASPHALT         | CAT0CW14JLTJ00423  | 12/18/21          | Active |                    |
| CM-0754   | 2017 HAMM HD70                | H1860271           | 12/21/21          | Active |                    |



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|-----------|------------------------------|--------------------|-------------------|--------|--------------------|
| Equipment |                              |                    |                   |        | - Continued        |
| CM-0755   | 2017 CAT CB34B               | CATCB34BLXB400375  | 12/09/21          | Active |                    |
| CM-0756   | 2017 CAT CW-16 ASPHALT       | CAT0CW16TTL500236  | 12/20/21          | Active |                    |
| CM-0757   | 2017 CAT CS54B               | CS500525           | 12/08/21          | Active |                    |
| CM-0758   | 2017 HAMM H 10I              | H2350086           | 12/21/21          | Active |                    |
| CM-0759   | 2018 CAT CB34B               | CATCB34BAXB400505  | 12/21/21          | Active |                    |
| CM-0760   | 2018 HAMM H10I               | H2350555           | 12/15/21          | Active |                    |
| CM-0761   | 2018 CAT CW16 ASPHALT        | CTL500291          | 12/09/21          | Active |                    |
| CM-0762   | 2018 CAT CB7                 | CB7AEL500179       | 12/20/21          | Active |                    |
| CM-0763   | 2013 DYNAPAC CP2700 ASPHALT  | 507POB004018       | 12/06/21          | Active |                    |
| CM-0764   | 2019 HAMM HD110              | H2420439-5YR WAR   | 12/09/21          | Active |                    |
| CM-0765   | 2019 HAMM HD 70              | H1860555-5YR WAR   | 12/09/21          | Active |                    |
| CM-0766   | 2019 HAMM HD110I             | H2420440-5YR WAR   | 12/20/21          | Active |                    |
| CM-0767   | 2019 CAT CW16 ASPHALT        | CAT0CW16LTL500392  | 12/15/21          | Active |                    |
| CM-0768   | 2019 HAMM H10I               | HHAA00975          | 12/20/21          | Active |                    |
| CM-0769   | 2019 HAMM H7I                | WGH0H222THAA020706 | 12/20/21          | Active |                    |
| CM-0770   | 2019 HAMM H7I                | WGH0H222THAA02715  | 12/10/21          | Active |                    |
| CM-0771   | 2019 CAT CW16 ASPHALT        | PTL500433          | 12/01/21          | Active |                    |
| CM-0772   | 2019 CAT CW 16 ASPHALT       | CTL500470          | 12/20/21          | Active |                    |
| CM-0773   | 2020 BOMAG BMP 8500 TRENCH R | 101720133648       | 12/07/21          | Active |                    |
| CM-0774   | 2020 BOMAG BMP 8500 TRENCH F | 101720133673       | 12/09/21          | Active |                    |
| CM-0775   | 2020 CAT CP 54B              | P5400261           | 12/03/21          | Active |                    |
| CM-0776   | 2020 HAMM H7I                | WGH0H270KHAA00190  | 12/21/21          | Active |                    |
| CM-0777   | 2020 HAMM H7I                | WGH0H270PHAA00186  | 12/21/21          | Active |                    |
| CM-0778   | 2020 CAT CS 54B              | CS500929           | 12/20/21          | Active |                    |
| CM-0779   | 2020 CAT CS 54B              | CS500948           | 12/15/21          | Active |                    |
| CM-0780   | 2020 HAMM HD 110I            | HAA00410           | 12/09/21          | Active |                    |
| CM-0781   | 2020 HAMM HD 110I            | HAMM00660          | 12/01/21          | Active |                    |
| CM-0782   | 2020 HAMM HD 110I            | HAA00404           | 12/15/21          | Active |                    |
| CM-0783   | 2020 CAT CS54B               | CS500977           | 12/09/21          | Active |                    |
| CM-0784   | 2020 CAT CB7                 | M5R00104           | 12/20/21          | Active |                    |
| CM-0785   | 2020 CAT CB7                 | M5R00107           | 12/21/21          | Active |                    |
| CM-0786   | 2020 CAT CB7                 | M5R00123           | 11/29/21          | Active |                    |
| CM-0787   | 2020 BOMAG BMP 8500 TRENCH R | 101720134279       | 12/01/21          | Active |                    |
| CM-0788   | 2020 HAMM H10I               | WGH0H235AHAA02061  | 12/20/21          | Active |                    |
| CM-0789   | 2021 HAMM HD14I              | WGH0H265PHAA00282  | 12/21/21          | Active |                    |
| CM-0790   | 2021 HAMM HD 110I            | WGH0H242JHAA00729  | 12/20/21          | Active |                    |
| CM-0791   | 2021 HAMM HD 110I            | WGH0H242HHAA00723  | 12/09/21          | Active |                    |
| CM-0792   | 2021 DYNAPAC CP1200 ASPHALT  | 10000510TMB006471  | 12/09/21          | Active |                    |
| CM-0793   | 2021 CAT CB7                 | MSR00170           | 12/01/21          | Active |                    |
| CM-0794   | 2021 DYNAPAC CP 1200 ASPHALT | 10000510HMB006501  | 12/20/21          | Active |                    |
| CM-0795   | 2021 DYNAPAC CP1200 ASPHALT  | 10000510EMB006502  | 12/20/21          | Active |                    |
| CM-0796   | 2021 HAMM HD110I             | WGH0H242LAA00820   | 12/20/21          | Active |                    |
| CM-0797   | 2021 CAT CB10                | L9R00148           | 12/17/21          | Active |                    |
| CM-0798   | 2021 CAT CB 1.7              | 64300498           | 12/10/21          | Active |                    |
| CR-0002   | 2007 KOMATSU BR580J6-1       | 1008               | 12/03/21          | Active |                    |
| CR-0003   | 2018 KLEEMANN MOBIREX EVO2   | K0190051           | 12/10/21          | Active |                    |
| CR-0004   | 2018 KLEEMANN MS15Z TRACK M  | KO470484           | 12/11/21          | Active |                    |
| CT-0053   | 1986 CAT 963                 | 021Z03004          | 07/18/21          | Active |                    |
| CT-0089   | 1997 JOHN DEERE 455G         | TO455GA833002      | 12/21/21          | Active |                    |
| CT-0093   | 2002 JOHN DEERE 455G         | TO455GA903715      | 12/18/21          | Active |                    |
| CT-0094   | 2002 JOHN DEERE 455G         | TO455GA903817      | 12/15/21          | Active |                    |
| CT-0112   | 2004 CAT 963C                | BBD00801           | 12/15/21          | Active |                    |
| CT-0119   | 2006 KOMATSU D65EX-15        | 67599              | 12/03/21          | Active |                    |
| CT-0126   | 2007 CAT 939C                | 6DS01779           | 12/01/21          | Active |                    |

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| Equipment        |                                | Vin Number        | Date<br>Last Used | Status | Attach To<br>Equip |
|------------------|--------------------------------|-------------------|-------------------|--------|--------------------|
| <b>Equipment</b> | <b>- Continued</b>             |                   |                   |        |                    |
| CT-0130          | 2007 KOMATSU D65EX 15EO        | 69909             | 12/09/21          | Active |                    |
| CT-0135          | 2008 KOMATSU 275AX-5EO RIPPER  | 30106             | 12/10/21          | Active |                    |
| CT-0139          | 2009 CAT 939C                  | CAT0939CC6DS01860 | 12/21/21          | Active |                    |
| CT-0143          | 2010 CAT D8T                   | KPZ03790          | 12/04/21          | Active |                    |
| CT-0146          | 2011 KOMATSU D155AX-6 RIPPER   | 80968             | 12/02/21          | Active |                    |
| CT-0150          | 2014 KOMATSU D65 EX-17         | 2167              | 12/01/21          | Active |                    |
| CT-0151          | 2014 JOHN DEERE 650K           | 1T0650KXPEE274554 | 12/17/21          | Active |                    |
| CT-0152          | 2014 JOHN DEERE 650K           | 1T0650KXTEE274620 | 12/20/21          | Active |                    |
| CT-0153          | 2015 JOHN DEERE 650K           | 1T0650KXKFF280013 | 12/08/21          | Active |                    |
| CT-0154          | 2015 JOHN DEERE 650K (GPS)     | 1T0650KXCFF282993 | 12/16/21          | Active |                    |
| CT-0156          | 1998 JOHN DEERE 455G           | TO455GA853656     | 12/01/21          | Active |                    |
| CT-0157          | 2015 JOHN DEERE 650K (GPS)     | 1T0650KXKFF288774 | 12/20/21          | Active |                    |
| CT-0158          | 2015 JOHN DEERE 650K (GPS)     | 1T0650KXLF288877  | 12/07/21          | Active |                    |
| CT-0162          | 1995 JOHN DEERE 555G           | TO555GA813549     | 12/01/21          | Active |                    |
| CT-0163          | 2016 JOHN DEERE 650K (GPS)     | 1T0650KXEGF300983 | 12/21/21          | Active |                    |
| CT-0164          | 2016 JOHN DEERE 650K (GPS)     | 300986            | 12/15/21          | Active |                    |
| CT-0165          | 2017 CAT D6 K2 LGP (GPS)       | JTR 00864         | 12/21/21          | Active |                    |
| CT-0166          | 2018 JOHN DEERE 650K           | 1T0650KKAJF328337 | 12/09/21          | Active |                    |
| CT-0167          | 2018 CAT D6T XL                | NDY00461          | 12/04/21          | Active |                    |
| CT-0168          | 2019 KOMATSU D51PXI (GPS-i)    | B20640            | 12/21/21          | Active |                    |
| CT-0169          | 2019 KOMATSU D51PXI (GPS-i)    | B20656            | 12/20/21          | Active |                    |
| CT-0170          | 2017 CAT D8T                   | FMC00239          | 12/06/21          | Active |                    |
| CT-0171          | 2019 JOHN DEERE 650K           | F343235           | 12/20/21          | Active |                    |
| CT-0172          | 2017 USED KOMATSU D85 EX-18    | 22049             | 12/11/21          | Active |                    |
| CT-0173          | 2020 JOHN DEERE 650K WITH GPS  | 1T0650KKVKF364125 | 12/09/21          | Active |                    |
| CT-0174          | 2020 JOHN DEERE 650K WITH GPS  | 1T0650KKPKF365009 | 12/09/21          | Active |                    |
| CT-0175          | 2020 JOHN DEERE 650K WITH GPS  | 1T0650KKHKF366719 | 12/21/21          | Active |                    |
| CT-0176          | 2020 KOMATSU D155 AX-8         | 100407            | 12/21/21          | Active |                    |
| CT-0177          | 2020 CAT D6K2 LGP (GPS)        | EL703328          | 12/20/21          | Active |                    |
| CT-0178          | 2020 KOMATSU D39 PXI           | 96789             | 12/20/21          | Active |                    |
| CT-0179          | 2021 JOHN DEERE 650K WITH GPS  | 1T0650KKVMF395605 | 12/10/21          | Active |                    |
| CT-0180          | 2021 JOHN DEERE 700L LGP       | 1T0700LXKMF397489 | 12/16/21          | Active |                    |
| CT-0181          | 2021 JOHN DEERE 700L LGP       | 1T0700LXLMF391103 | 12/21/21          | Active |                    |
| DL-0043          | 1997 LINKBELT LS138H           | B5K18-8037        | 12/17/21          | Active |                    |
| DL-0044          | 1999 LINKBELT LS138HII         | H719-1790         | 12/15/21          | Active |                    |
| DL-0045          | 1999 LINKBELT LS138HII         | H7J0-3504         | 12/21/21          | Active |                    |
| DL-0046          | 2002 LINKBELT LS108H-II        | J5J1-5097         | 12/09/21          | Active |                    |
| DL-0047          | 2005 LINKBELT 218 HSL          | N6J6-8436         | 12/21/21          | Active |                    |
| DL-0048          | 2003 LINKBELT LS-108H II       | J5J3-6460         | 12/13/21          | Active |                    |
| DL-0049          | 2008 LINKBELT HSL218           | N6J80873          | 12/14/21          | Active |                    |
| DL-0050          | 2010 LINKBELT 218HSL           | N6K12110          | 12/21/21          | Active |                    |
| DL-0051          | 2009 LINKBELT 248H-5 (200 TON) | N5J9-0942         | 12/01/21          | Active |                    |
| DL-0052          | 2001 LINKBELT 108HII 50 TON    | J5J1-5505         | 12/20/21          | Active |                    |
| DL-0054          | 1997 LINKBELT 138H             | B5K17-6207        | 12/15/21          | Active |                    |
| DL-0055          | 1997 LINKBELT LS-138H          | B5K17-6697        | 12/15/21          | Active |                    |
| DL-0056          | 2004 LINKBELT LS-138H2         | H7J0-3499         | 12/09/21          | Active |                    |
| DL-0061          | 2004 KOBELCO CK850-II          | GG0403069         | 12/20/21          | Active |                    |
| DL-0064          | 2008 LINKBELT 218HSL           | N6J8-9974         | 12/15/21          | Active |                    |
| DL-0065          | 2008 LINKBELT 238H5            | N2J8-0219         | 12/01/21          | Active |                    |
| DL-0066          | 2006 LINKBELT LS-248H5         | N5J6-8508         | 11/08/21          | Active |                    |
| DL-0067          | 2017 LINKBELT 218 HSL          | N6K75504          | 12/09/21          | Active |                    |
| DL-0068          | 2017 LINKBELT 218 HSL          | N6K75530          | 12/21/21          | Active |                    |
| DL-0069          | 2018 LINKBELT 218 HSL          | N6K8-5946         | 12/02/21          | Active |                    |
| DL-0070          | 2016 LINKBELT 238 HSL          | P5K64864          | 12/21/21          | Active |                    |

# EM Equipment List - Summary

## Equipment Only

| Equipment        |                              | Vin Number        | Date<br>Last Used | Status | Attach To<br>Equip |
|------------------|------------------------------|-------------------|-------------------|--------|--------------------|
| <b>Equipment</b> | <b>- Continued</b>           |                   |                   |        |                    |
| DL-0071          | 2017 LINKBELT 218 HSL        | N6K75486          | 12/09/21          | Active |                    |
| DL-0072          | 2021 LINK-BELT 218 HYLAB     | N6L16510          | 12/20/21          | Active |                    |
| DL-0073          | 2021 LINK-BELT 218 HYLAB     | N6L16566          | 12/21/21          | Active |                    |
| DR-0001          | 2016 CZM EK125 DRILL RIG     | SAV0077           | 12/21/21          | Active |                    |
| ME-8187          | 2018 KLEEMANN KW80 STACKER   | Z008 0415         | 12/10/21          | Active |                    |
| ME-8198          | 2018 KLEEMANN KT80 SCREENER  | Z0080427          | 12/11/21          | Active |                    |
| MG-0056          | 2001 CAT 140H                | 2ZK03778          | 12/20/21          | Active |                    |
| MG-0059          | 2003 CAT 12H                 | 4XM03224          | 12/21/21          | Active |                    |
| MG-0067          | 2003 CAT 140H                | APM00808          | 12/08/21          | Active |                    |
| MG-0068          | 1997 CAT 14H                 | 7VWJ00687         | 11/29/21          | Active |                    |
| MG-0069          | 1999 CAT 14H                 | 7VWJ1148          | 12/01/21          | Active |                    |
| MG-0073          | 2012 CAT 12M2 (GPS)          | F9M00247          | 12/20/21          | Active |                    |
| MG-0074          | 2013 CAT 12M2 (GPS)          | F9M00248          | 12/21/21          | Active |                    |
| MG-0075          | 2007 KOMATSU GD655 3E0       | GD022L01051581    | 12/20/21          | Active |                    |
| MG-0076          | 2009 CAT 12M                 | B9F00442          | 12/07/21          | Active |                    |
| MG-0077          | 2010 CAT 140M                | 0B9D02818         | 12/09/21          | Active |                    |
| MG-0078          | 2012 CAT 140M2 (GPS)         | 0M9D00914         | 12/17/21          | Active |                    |
| MG-0079          | 2010 CAT 140M (GPS)          | 0B9M00962         | 12/07/21          | Active |                    |
| MG-0080          | 2008 CAT 140M                | B9D01076          | 12/07/21          | Active |                    |
| MG-0081          | 2014 CAT 12M2                | F9M00445          | 12/09/21          | Active |                    |
| MG-0082          | 2017 CAT 12M3                | N9F00749          | 12/20/21          | Active |                    |
| MG-0083          | 2017 CAT 12M3                | N9F00765          | 12/17/21          | Active |                    |
| MG-0084          | 2018 KOMATSU GD 655          | 60008             | 12/21/21          | Active |                    |
| MG-0085          | 2019 NORAM 65E               | 65ET10341         | 12/01/21          | Active |                    |
| MG-0086          | 2019 NORAM 65E               | 1W90065EPKTO10342 | 11/27/21          | Active |                    |
| MG-0087          | 2019 CAT 12M 3               | N9F01275          | 12/01/21          | Active |                    |
| MG-0088          | 2017 CAT 12M3 (GPS)          | N9F00738          | 12/20/21          | Active |                    |
| MG-0089          | 2017 CAT 12M 3               | N9F00750          | 12/21/21          | Active |                    |
| MG-0090          | 2021 CAT 140                 | N9400476          | 12/09/21          | Active |                    |
| MG-0091          | 2021 CAT 140 JST             | EB200463          | 12/21/21          | Active |                    |
| PA-0321          | 2007 BLAW KNOX RW 100A WIDEN | 193275            | 12/06/21          | Active |                    |
| PA-0345          | 2014 ROADTEC RP190E          | RP190E-3062       | 12/09/21          | Active |                    |
| PA-0347          | 2015 ROADTEC RP190E          | RP190EX4009       | 12/03/21          | Active |                    |
| PA-0353          | 2013 WIRTGEN W120FI          | 1310 0202         | 12/07/21          | Active |                    |
| PA-0355          | 2016 WEILER P385B            | P385B-2149        | 11/01/21          | Active |                    |
| PA-0356          | 2016 ROADTEC RP190E          | 4083              | 12/01/21          | Active |                    |
| PA-0357          | 2016 ROADTEC BF400 WIDENER   | 400-6-267         | 11/15/21          | Active |                    |
| PA-0358          | 2017 ROADTEC SB2500E         | 4109              | 12/01/21          | Active |                    |
| PA-0359          | 2016 WEILER E2850            | E2850-1115        | 11/19/21          | Active |                    |
| PA-0360          | 2017 WIRTGEN W 200I          | 14201229          | 12/07/21          | Active |                    |
| PA-0361          | 2017 ROADTEC RP190E          | 4105              | 12/02/21          | Active |                    |
| PA-0362          | 2017 ROADTEC RP 190E         | 4108              | 11/01/21          | Active |                    |
| PA-0363          | 2017 WIRTGEN W 200I          | 14201287          | 12/08/21          | Active |                    |
| PA-0364          | 2017 ROADTEC RP190E          | 4110              | 12/17/21          | Active |                    |
| PA-0365          | 2018 WIRTGEN W 200I          | 1420 1393         | 12/20/21          | Active |                    |
| PA-0366          | 2018 WEILER E2850            | E2850 1221        | 12/16/21          | Active |                    |
| PA-0367          | 2018 ROADTEC RP 175E         | 4053              | 12/16/21          | Active |                    |
| PA-0368          | 2018 ROADTEC SB 2500E        | 4259              | 12/02/21          | Active |                    |
| PA-0369          | 2019 WEILER P385B            | P385B2757         | 12/21/21          | Active |                    |
| PA-0370          | 2019 ROADTEC RP190E          | 4211              | 12/17/21          | Active |                    |
| PA-0371          | 2019 ROADTEC RP190E          | 4212              | 12/20/21          | Active |                    |
| PA-0372          | 2019 ROADTEC RP190E          | 4213              | 12/17/21          | Active |                    |
| PA-0373          | 2019 ROADTEC SB2500E         | 4273              | 12/20/21          | Active |                    |
| PA-0374          | 2019 ROADTEC SB2500E         | 4274              | 12/14/21          | Active |                    |

# EM Equipment List - Summary

## Equipment Only

| Equipment        |                           | Vin Number        | Date<br>Last Used | Status | Attach To<br>Equip |
|------------------|---------------------------|-------------------|-------------------|--------|--------------------|
| <b>Equipment</b> |                           |                   |                   |        | - Continued        |
| PA-0375          | 2020 ROADTEC RP190E       | 4250              | 12/20/21          | Active |                    |
| PA-0376          | 2020 ROADTEC RP190E       | RP190E4251        | 12/15/21          | Active |                    |
| PA-0377          | 2020 ROADTEC SB2500E      | SB2500E4308       | 12/20/21          | Active |                    |
| PA-0378          | 2020 WEILER W430A         | 1425              | 12/07/21          | Active |                    |
| PA-0379          | 2021 VOGELE SUPER 2000 3I | 11740216          | 12/21/21          | Active |                    |
| PA-0380          | 2021 ROADTEC RP190E       | 4284              | 12/20/21          | Active |                    |
| PA-0381          | 2021 ROADTEC RP 190E      | 4285              | 12/09/21          | Active |                    |
| RD-0026          | 2014 KOMATSU HM400        | 3419              | 12/09/21          | Active |                    |
| RD-0027          | 2014 KOMATSU HM400        | 3421              | 12/20/21          | Active |                    |
| RD-0028          | 2014 KOMATSU HM400        | 3423              | 12/11/21          | Active |                    |
| RD-0031          | 2015 KOMATSU HM300-5      | 10172             | 12/09/21          | Active |                    |
| RD-0032          | 2016 KOMATSU HM 300-5     | 10254             | 12/11/21          | Active |                    |
| RD-0033          | 2017 KOMATSU HM 300-5     | 10556             | 12/15/21          | Active |                    |
| RD-0034          | 2019 CAT 740GC            | 3T800080          | 07/18/21          | Active |                    |
| RD-0035          | 2019 CAT 740 GC           | 3T800069          | 12/15/21          | Active |                    |
| RD-0036          | 2020 CAT 740 GC           | 03T800256         | 12/06/21          | Active |                    |
| RD-0037          | 2020 CAT 740 GC           | 3T800253          | 12/01/21          | Active |                    |
| RD-0038          | 2020 KOMATSU HM 300-5     | 11100             | 12/09/21          | Active |                    |
| RD-0039          | 2021 CAT 740 GC           | 3T800409          | 12/09/21          | Active |                    |
| RL-0328          | 2006 KOMATSU WA150L-5     | 072316            | 12/09/21          | Active |                    |
| RL-0335          | 2006 CAT 928GZ            | DJD02530          | 12/16/21          | Active |                    |
| RL-0360          | 2003 JOHN DEERE 644-H     | DW644HX582704     | 12/21/21          | Active |                    |
| RL-0361          | 2014 KOMATSU WA470-7      | A47140            | 12/21/21          | Active |                    |
| RL-0363          | 2014 CAT 246D             | BYF01467          | 12/21/21          | Active |                    |
| RL-0364          | 2014 CAT 246D             | BYF01489          | 07/22/21          | Active |                    |
| RL-0365          | 2014 JOHN DEERE 544K      | 1DW544KZCEE666012 | 11/29/21          | Active |                    |
| RL-0366          | 2014 JOHN DEERE 544K      | 1DW544KZCEE665997 | 12/20/21          | Active |                    |
| RL-0367          | 2015 JOHN DEERE 544K      | 1DW544KZEFE668648 | 12/20/21          | Active |                    |
| RL-0369          | 2015 CAT 279D             | GTL01910          | 12/16/21          | Active |                    |
| RL-0373          | 2015 JOHN DEERE 544K      | 1DW544KZLFE669912 | 12/21/21          | Active |                    |
| RL-0374          | 2016 CAT 246D             | BYF02670          | 12/21/21          | Active |                    |
| RL-0375          | 2016 CAT 246D             | BYF02666          | 12/21/21          | Active |                    |
| RL-0376          | 2015 KOMATSU WA270-7      | 81105             | 12/10/21          | Active |                    |
| RL-0377          | 2015 KOMATSU WA270-7      | 81106             | 12/18/21          | Active |                    |
| RL-0378          | 2015 KOMATSU WA270-7      | 81107             | 12/14/21          | Active |                    |
| RL-0379          | 2015 KOMATSU WA270-7      | 81111             | 12/21/21          | Active |                    |
| RL-0380          | 2016 KOMATSU WA470-8      | A49139            | 12/21/21          | Active |                    |
| RL-0381          | 2016 KOMATSU WA470-8      | A49136            | 12/22/21          | Active |                    |
| RL-0382          | 2016 KOMATSU WA470-8      | A49150            | 12/21/21          | Active |                    |
| RL-0383          | 2016 CAT 246D             | CAT0246DLBYF02789 | 12/21/21          | Active |                    |
| RL-0384          | 2016 KOMATSU WA470-8      | A49187            | 12/10/21          | Active |                    |
| RL-0385          | 2016 KOMATSU WA470-8      | A49196            | 12/21/21          | Active |                    |
| RL-0386          | 2017 CAT 246D             | CAT0246DVBYF03325 | 12/11/21          | Active |                    |
| RL-0387          | 2017 CAT 246D             | CAT0246DKBYF02364 | 06/15/21          | Active |                    |
| RL-0388          | 2017 CAT 246D             | CAT0246DJBYF03466 | 12/20/21          | Active |                    |
| RL-0389          | 2017 JOHN DEERE 544K      | 1DW544KZVHF680936 | 12/20/21          | Active |                    |
| RL-0390          | 2017 CAT 926M             | CAT0926MTLTE03846 | 12/22/21          | Active |                    |
| RL-0391          | 2017 CAT 246D             | CAT0246DPBYF03822 | 12/21/21          | Active |                    |
| RL-0392          | 2017 KOMATSU WA 270-8     | A28252            | 12/21/21          | Active |                    |
| RL-0393          | 2017 KOMATSU WA 270-8     | A28254            | 12/20/21          | Active |                    |
| RL-0394          | 2017 CAT 279D 4F          | GTL04435          | 12/21/21          | Active |                    |
| RL-0395          | 2017 CAT 246D             | DHBYF03863        | 12/17/21          | Active |                    |
| RL-0396          | 2017 CAT 246D             | CBYF04005         | 12/17/21          | Active |                    |
| RL-0397          | 2018 KOMATSU WA470-8      | A49356            | 12/08/21          | Active |                    |

# EM Equipment List - Summary

## Equipment Only

| Equipment |                          | Vin Number        | Date<br>Last Used | Status | Attach To<br>Equip |
|-----------|--------------------------|-------------------|-------------------|--------|--------------------|
| Equipment |                          |                   |                   |        | - Continued        |
| RL-0398   | 2018 KOMATSU WA470-8     | A49401            | 12/21/21          | Active |                    |
| RL-0399   | 2018 CAT 246D            | BYF04069          | 12/14/21          | Active |                    |
| RL-0400   | 2018 CAT 246D            | 246DABYF03732     | 12/14/21          | Active |                    |
| RL-0401   | 2018 KOMATSU WA270-8     | 83809             | 12/20/21          | Active |                    |
| RL-0402   | 2018 CAT 279D            | GTL05545          | 12/21/21          | Active |                    |
| RL-0403   | 2018 CAT 279D            | GTL05546          | 12/09/21          | Active |                    |
| RL-0404   | 2018 CAT 918M            | H2600545          | 12/20/21          | Active |                    |
| RL-0405   | 2018 CAT 918M            | H2600576          | 12/20/21          | Active |                    |
| RL-0406   | 2018 KOMATSU WA470       | A49474            | 12/10/21          | Active |                    |
| RL-0407   | 2019 CAT 966M            | CATGMS00295       | 12/09/21          | Active |                    |
| RL-0408   | 2019 CAT 246D            | LBYP05076         | 12/03/21          | Active |                    |
| RL-0409   | 2019 KOMATSU WA 470-8    | A49527            | 11/11/21          | Active |                    |
| RL-0410   | 2019 KOMASTU WA200-8     | 85903             | 12/10/21          | Active |                    |
| RL-0411   | 2019 KOMATSU WA200-8     | 85744             | 12/20/21          | Active |                    |
| RL-0412   | 2019 KOMATSU WA 270      | 84172             | 12/18/21          | Active |                    |
| RL-0413   | 2019 KOMATSU WA 270-8    | A28768            | 12/20/21          | Active |                    |
| RL-0414   | 2019 CAT 246D            | BYF05205          | 12/15/21          | Active |                    |
| RL-0415   | 2019 CAT 246D            | BYF05327          | 12/07/21          | Active |                    |
| RL-0416   | 2019 CAT 246 D           | BYF05383          | 12/03/21          | Active |                    |
| RL-0417   | 2020 KOMATSU WA 270-8    | 84558             | 12/21/21          | Active |                    |
| RL-0418   | 2020 KOMATSU WA 270-8    | 84551             | 12/21/21          | Active |                    |
| RL-0419   | 2020 CAT 246 D3          | KC600761          | 12/21/21          | Active |                    |
| RL-0420   | 2020 CAT 246 D3          | KC600998          | 12/15/21          | Active |                    |
| RL-0421   | 2020 KOMATSU WA470       | A49590            | 12/21/21          | Active |                    |
| RL-0422   | 2020 KOMATSU WA470       | A49616            | 12/21/21          | Active |                    |
| RL-0423   | 2020 CAT 918M            | H2600773          | 12/09/21          | Active |                    |
| RL-0424   | 2020 CAT 918M            | H2600855          | 12/20/21          | Active |                    |
| RL-0425   | 2020 CAT 246 D3          | KC600622          | 12/09/21          | Active |                    |
| RL-0426   | 2020 CAT 918M            | H2600938          | 12/21/21          | Active |                    |
| RL-0427   | 2020 CAT 279D3           | RB901657          | 12/20/21          | Active |                    |
| RL-0428   | 2020 KOMATSU WA480-8     | A48156            | 12/10/21          | Active |                    |
| RL-0429   | 2021 KOMATSU WA 270-8    | 84938             | 12/21/21          | Active |                    |
| RL-0430   | 2021 CAT 259 D3          | CW910300          | 12/10/21          | Active |                    |
| RL-0431   | 2021 CAT 246 D3          | KC601496          | 12/20/21          | Active |                    |
| RL-0432   | 2021 CAT 966 M           | CAT0966MVEJA03606 | 12/21/21          | Active |                    |
| RL-0433   | 2021 CAT 246 D3          | KC601596          | 12/09/21          | Active |                    |
| RL-0434   | 2021 CAT 246 D3          | KC601668          | 12/20/21          | Active |                    |
| RL-0435   | 2021 CAT 246 D3          | KC601672          | 12/20/21          | Active |                    |
| RL-0436   | 2021 CAT 246 D3          | KC601744          | 12/03/21          | Active |                    |
| SP-0064   | 1997 CAT 613C            | 8LJ01525          | 12/21/21          | Active |                    |
| SP-0068   | 2002 CAT 621G            | ALP00127          | 11/29/21          | Active |                    |
| SP-0069   | 2002 CAT 621G            | ALP00128          | 11/10/21          | Active |                    |
| SP-0070   | 2002 CAT 613C            | 8LJ02508          | 12/09/21          | Active |                    |
| SP-0075   | 2007 CAT 613C            | 8LJ03294          | 12/02/21          | Active |                    |
| SP-0077   | 2007 CAT 621G-01 RT      | 0DBB00253         | 12/06/21          | Active |                    |
| SP-0079   | 2007 CAT 621G-01 RT      | 0DBB00410         | 11/15/21          | Active |                    |
| SP-0084   | 2012 CAT 621H            | 0DBK00125         | 12/06/21          | Active |                    |
| SP-0085   | 2012 CAT 621H            | 0DBK00126         | 12/06/21          | Active |                    |
| TC-0014   | 2000 TEREX RT-230        | 10672             | 12/15/21          | Active |                    |
| TC-0015   | 2002 LINKBELT RTC 8050II | J6J26304          | 12/15/21          | Active |                    |
| TC-0017   | 2008 LINK BELT RTC8050   | J6J8-0301         | 12/08/21          | Active |                    |
| TC-0018   | 2008 LINK BELT RTC8050   | J6J8-0340         | 12/01/21          | Active |                    |
| TC-0027   | 2016 GENIE S60X          | 60X16H-35791      | 06/17/21          | Active |                    |
| TC-0028   | 2016 GENIE S60X          | S60X16H-35778     | 12/02/21          | Active |                    |

# EM Equipment List - Summary

## Equipment Only

| Equipment        |                               | Vin Number        | Date<br>Last Used | Status | Attach To<br>Equip |
|------------------|-------------------------------|-------------------|-------------------|--------|--------------------|
| <b>Equipment</b> | <b>- Continued</b>            |                   |                   |        |                    |
| TC-0029          | 2016 LINKBELT RTC 8050 11     | J6K6-5083         | 12/09/21          | Active |                    |
| TC-0030          | 2017 GROVE RT 600E            | 235719            | 12/21/21          | Active |                    |
| TC-0031          | 2009 USED LINKBELT RTC8050    | J6J91415          | 12/15/21          | Active |                    |
| TC-0032          | 2019 JLG 600S                 | 0300260663        | 12/11/21          | Active |                    |
| TC-0033          | 2019 JLG 600S                 | 0300260664        | 11/16/21          | Active |                    |
| TC-0034          | 2019 JLG 600S                 | 0300260662        | 12/20/21          | Active |                    |
| TC-0035          | 2020 JLG 600S                 | 0300272404        | 12/07/21          | Active |                    |
| TC-0036          | 2020 JLG 600S                 | 0300272403        | 12/08/21          | Active |                    |
| TC-0037          | 2020 GENI S80-XC              | S80XCH2378        | 12/21/21          | Active |                    |
| TC-0038          | 2021 JLG 800S                 | 0300276945        | 12/16/21          | Active |                    |
| TC-0039          | 2011 FORD F750 TEREX CRANE 19 | 3FRXF7FJ3BV616438 | 12/11/21          | Active |                    |
| TC-0041          | USED BRODERSON IC200          | 236824200         | 12/21/21          | Active |                    |
| TC-0042          | 2021 JLG 800S                 | 300287251         |                   | Active |                    |
| TF-0055          | 2021 JCB 505-20 TC            | 3046532           | 12/21/21          | Active |                    |
| TF-0056          | 2021 JCB 505-20 TC            | 3046545           | 12/22/21          | Active |                    |

**E.R. SNELL CONTRACTOR, INC.**  
**CONSTRUCTION EXPERIENCE**

| NAME                   | POSITION                                     | YEARS | TYPE OF WORK     |
|------------------------|----------------------------------------------|-------|------------------|
| A. Scott Briscoe       | President                                    | 28    | Executive Team   |
| Jared Snell            | Executive Vice President/CFO                 | 17    | Executive Team   |
| Chandler Snell         | Corporate Secretary/Asst Vice President      | 10    | Executive Team   |
| Justin Snell           | Asst Corporate Secretary/Asst Vice President | 10    | Executive Team   |
| David E. Snell         | Vice President                               | 32    | Executive Team   |
| Walter K. Zimmerman    | Senior Vice President                        | 35    | Roadway          |
| T. Randy Griffin       | Senior Vice President                        | 25    | Structures       |
| Nicholas E. Murphy     | Senior Vice President                        | 21    | Engineering      |
| Robert Morris          | Senior Vice President                        | 19    | Finance          |
| Jake Camp              | Vice President                               | 22    | Equipment        |
| Tim Magill             | Vice President                               | 37    | Roadway          |
| Thomas Byrd            | Vice President                               | 34    | Roadway          |
| F.R. (Chip) Price, III | Vice President                               | 28    | Engineering      |
| Tom Clower             | Vice President                               | 20    | Engineering      |
| Devin Snell            | Vice President                               | 19    | Structures       |
| Eric Snell             | Vice President                               | 17    | Private Division |
| Mike Gray              | Vice President                               | 14    | Human Resources  |
| Jay Suender            | Assistant Vice President                     | 6     | Human Resources  |
| Ben Schaffer           | Vice President                               | 18    | Asphalt          |
| Jordan Dunagan         | Vice President                               | 17    | Roadway          |
| Don Hawkins            | Assistant Vice President                     | 24    | Asphalt          |



Date: January 6, 2022

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 6th day day of January 2022

  
Notary Public

My Commission Expires: 5/18/24



E. R. Snell Contractor, Inc.

 [www.ersnell.com](http://www.ersnell.com) |  770.985.0600 |  1785 Oak Road, Snellville, GA 30078





**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**2022 LMIG PROGRAM  
ITB NO: 2021-0015**



**COPY**

**STOCKBRIDGE OFFICE:** 235 Corporate Center Dr., Suite 200, Stockbridge, GA 30281 / Phone: 770.339.8666  
**CUMMING OFFICE:** 500 Pirkle Ferry Road, Suite C, Cumming, GA 30040 / Phone: 678.807.7100  
**NEWMAN OFFICE:** 40 Greenway Court, Suite A, Newnan, GA 30265 / Phone: 770.755.7978

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## **CITY OF STOCKBRIDGE**

### **SPECIFICATIONS AND CONTRACT DOCUMENTS**

# **2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

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**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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and the Georgia Municipal Association

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## SECTION I

<https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will oversee all bidding for this project.

- B. *Plan Holders List* - The project Contract Documents are available completely online as listed above and therefore a Plan Holders List will not be maintained for this project. The City of Stockbridge's Procurement Department will oversee all bidding for this project.
- C. *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 – 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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) 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 oversee all bidding for this project.
  - B. All potential Bidders are solely responsible for assuring they have all required bid documents including any Addendums that are issued prior to bidding.
  - C. All bid documents will be posted online at the sites shown in Article 2 – A.
- 2.02 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.
- 2.03 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 3 – QUALIFICATIONS OF BIDDERS AND PROJECT REQUIREMENTS

- 3.01 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 Georgia Department of Transportation Prequalification Certificate for roadway construction.

COPY



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### ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

#### 4.01 *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.

#### 4.02 *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.

#### 4.03 *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.

4.04 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

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## SECTION I

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.

4.05 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;
- 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.

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4.06 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 5 – NON-MANDATORY PRE-BID CONFERENCE

- 5.01 A Non-Mandatory Prebid Conference will be held online at **10:00 AM EST on Thursday, November 18, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is recommended.
- 5.02 Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting Public Bid Openings and Mandatory Prebid meetings 100% online!
- 5.03 To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** and click **Join Meeting**.

### ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 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 7 – INTERPRETATIONS AND ADDENDA

- 7.01 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 City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at **[ProcurementDivision@cityofstockbridge-ga.gov](mailto:ProcurementDivision@cityofstockbridge-ga.gov)**, **Reference: “LMIG 2022 PROGRAM – ITB#2021-0015”**. 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 EST on Friday, December 3, 2021** - **Reference: “LMIG 2022 PROGRAM – ITB#2021-0015”** may

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not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 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 8 – BID SECURITY**

- 8.01 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.
- 8.02 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.
- 8.03 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 9 – CONTRACT TIMES**

- 9.01 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 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in Section VIII – Form of Agreement.

### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

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## **SECTION I**

- 11.01 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 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 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 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.
- 12.02 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.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 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.

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## SECTION I

- 13.03 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 be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 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.
- 13.05 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.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 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.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 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 14 – BASIS OF BID; COMPARISON OF BIDS

### 14.01 *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.

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## SECTION I

### 14.02 Allowances

- 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 15 – SUBMITTAL OF BID

- 15.01 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. Georgia Contractor's License No.;
  - G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
  - H. Contractor Affidavit and Agreement;
  - I. Subcontractor Affidavit and Agreement (if known);
- 15.02 A Bid shall be delivered 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.
- 15.03 Bids may be mailed to the City of Stockbridge Procurement Division, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain a tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date **(Thursday, December 30, 2021 at 3:00 PM EST)**.
- 15.04 **Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City between the hours of 8:00 AM EST to 3:00 PM EST on the following dates:**
  - A. **Monday, December 27, 2021 thru Thursday, December 30, 2021**

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## SECTION I

- 15.05 The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **"BID ENCLOSED – "LMIG 2022 PROGRAM – ITB#2021-0015"**. All mailed Bids shall be addressed to the **City of Stockbridge; Attention: Purchasing Division, Lindell Y. Miller; 4640 North Henry Boulevard, Stockbridge, GA 30281.**
- 15.06 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 **"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 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 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.
- 16.02 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 17 – OPENING OF BIDS

- 17.01 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, December 30, 2021 at 3:00 EST** 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: **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** and click Join Meeting.

### ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 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 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 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.

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## **SECTION I**

- 19.02 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.
- 19.03 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.
- 19.04 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 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.
- 19.05 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.
- 19.06 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 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 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 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required six (6) complete legal 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) complete legal 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.

**COPY**

## SECTION II

### INVITATION TO BID



#### **CITY OF STOCKBRIDGE – PROCUREMENT DIVISION 2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**BID ISSUED TO THE PUBLIC: OCTOBER 28 2021**

Sealed unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "2022 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 5.5 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-0015 "2022 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](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 oversee all bidding for this project.

Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting **Public Bid Openings and Non-Mandatory Prebid meetings** 100% online!

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## SECTION II

A **Non-Mandatory Prebid Conference** will be held online at **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** on **Thursday, November 18, 2021 at 10:00 AM EST** via Cisco WebEx. Bidders attendance and participation in the conference is recommended.

For your convenience, this **Public Bid Opening** meeting will be live streamed on **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** on **Thursday, December 30, 2021 at 3:00 PM EST** 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: **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** 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](mailto:ProcurementDivision@cityofstockbridge-ga.gov)** by **Friday, December 3, 2021 at 12:00 PM Noon EST**, Reference: **"2022 LMIG PROGRAM - ITB NO: 2021-0015"**.

Bids may be mailed to the City of Stockbridge Procurement Division, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain a tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**Thursday, December 30, 2021 at 3:00 PM EST**).

Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City between the hours of **8:00 AM EST to 3:00 PM EST** on the following dates:

- **Monday, December 27, 2021 thru Thursday, December 30, 2021**

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

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## SECTION II

Documents, which govern and supersede this Invitation to Bid.

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**SECTION III**

**BID FORM**



**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**DECEMBER 30, 2021 - 3:00 PM EST**

**COPY**

### SECTION III

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### 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>12/9/2021</u>     |
| <u>2</u>            | <u>12/27/2021</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

COPY

### 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;

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### 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) :

#### LINE ITEM BID FORM

| <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                                                                                                         | \$ _____          | \$ _____           |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 1/2"-2 1/2" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$ _____          | \$ _____           |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                             | \$ _____          | \$ _____           |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$ _____          | \$ _____           |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                             | \$ _____          | \$ _____           |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                                   | \$ _____          | \$ _____           |

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### SECTION III

|     |       |      |                                                                                                                                                                                                                       |          |          |
|-----|-------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 7.  | 1     | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ _____ | \$ _____ |
| 8.  | 240   | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ _____ | \$ _____ |
| 9.  | 350   | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ _____ | \$ _____ |
| 10. | 4500  | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ _____ | \$ _____ |
| 11. | 7300  | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ _____ | \$ _____ |
| 12. | 300   | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ _____ | \$ _____ |
| 13. | 1100  | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ. YD.                                                                                                                                                                               | \$ _____ | \$ _____ |
| 14. | 87    | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ _____ | \$ _____ |
| 15. | 6     | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ _____ | \$ _____ |
| 16. | 60    | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7" WIDE; WHITE                                                                                                                                                                  | \$ _____ | \$ _____ |
| 17. | 600   | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ _____ | \$ _____ |
| 18. | 20000 | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ _____ | \$ _____ |
| 19. | 7000  | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                   | \$ _____ | \$ _____ |

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### SECTION III

|     |      |      |                                                                                                                                                                                                                                                                                                  |             |              |
|-----|------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|
| 20. | 3500 | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                                                               | \$ _____    | \$ _____     |
| 21. | 10   | EA.  | GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                                                                  | \$ _____    | \$ _____     |
| 22. | 10   | EA.  | GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW                                                                                                                                                                                                                                                 | \$ _____    | \$ _____     |
| 23. | 10   | EA.  | GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                                                                  | \$ _____    | \$ _____     |
| 24. | 1    | EA.  | GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE                                                                                                                                                                                                                                                   | \$ _____    | \$ _____     |
| 25. | 400  | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                                                                | \$ _____    | \$ _____     |
| 26. | 1    | EA.  | GDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                                                                     | \$ _____    | \$ _____     |
| 27. | 2    | 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 "UNIMAT TRAFFIC" REFERENCE NO. 8001, OR APPROVED EQUIVALENT. | \$ _____    | \$ _____     |
| 28. |      | L.S. | PROJECT CONTINGENCY ALLOWANCE (FOR USE BY CITY ONLY)                                                                                                                                                                                                                                             | \$50,000.00 | \$ 50,000.00 |

**Total Base Bid in Words:**

\_\_\_\_\_  
 \_\_\_\_\_ **Dollars**

**In Numbers:** \$ \_\_\_\_\_

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### SECTION III

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.

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);

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## SECTION III

### 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.

### 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: \_\_\_\_\_  
(SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(CORPORATE SEAL)

Attest \_\_\_\_\_

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### SECTION III

Date of Qualification to do business in \_\_\_\_\_ is  
\_\_\_\_/\_\_\_\_/\_\_\_\_.

#### 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COPY

**SECTION III**

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

GDOT Prequalification Certificate No. \_\_\_\_\_

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## 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.

COPY

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 Rd. NE  
Atlanta, GA 30316

SURETY (Name and Address of Principal Place of Business): Philadelphia Indemnity Insurance Company  
One Bala Plaza  
Suite 100  
Bala Cynwyd, PA 19004-1403

OWNER (Name and Address): City of Stockbridge  
4640 N. Henry Blvd.  
Stockbridge, GA 30281

BID

Bid Due Date: January 6, 2022  
Description (Project Name and Include Location):  
**CITY OF STOCKBRIDGE – 2022 LMIG PROGRAM**  
**ITB NO: 2021-0015**

BOND

Bond Number: N/A  
Date (Not earlier than Bid due date): January 6, 2022  
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.  
Bidder's Name and Corporate Seal

By:

Hahn E. Milner  
Signature

Hobson E. Milner  
Print Name

President  
Title

Attest:

Torik L. Miller  
Signature

Vice President  
Title

**SURETY**

(Seal) 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:

Cindy Troxel  
Signature Cindy Troxel

Attorney-In-Fact  
Title

**COPY**



## 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, Melissa Potts, Marvala Erinkitola & Cynthia Kay Troxel of Founders Insurance Group, LLC a division of Oakbridge Insurance Agency, LLC, 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 14<sup>th</sup> 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 5TH DAY OF MARCH, 2021.

(Seal)

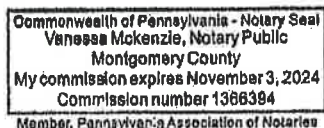


John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 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 Public:

*Vanessa McKenzie*



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

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 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, 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 6th day of January, 2022.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**COPY**



SECTION V

**CONTRACTOR FURNISHED DOCUMENTS**

COPY



Department of Planning & Sustainability  
Division of Business Licensing  
330 Ponce De Leon Ave., Decatur, GA 30030  
(404) 371-2461  
**BUSINESS AND OCCUPATIONAL TAX CERTIFICATE**

H E H PAVING  
3384 ALMAND RD SE  
ATLANTA, GA 30316-4570

Business Name:  
H E H PAVING, INC.  
3382 Almand RD  
Atlanta, GA 30316

This is your Business and Occupation Tax Certificate for 2021. We are pleased that you are doing business in DeKalb County and hope you have great success in your enterprise this year.

Detach the certificate below and display it for public view at your place of business.  
This certificate must be displayed for public view

Not Transferable

Department of Planning & Sustainability  
330 W. Ponce de Leon Avenue, Decatur, GA 30030  
**BUSINESS AND OCCUPATIONAL TAX CERTIFICATE**

H E H PAVING  
3384 ALMAND RD SE  
ATLANTA, GA 30316-4570



**ACCOUNT: 233737**

**20** DeKalb County **21**  
GEORGIA

**EXPIRES:**  
**12/31/2021**

H E H PAVING, INC.  
3382 Almand RD  
Atlanta, GA 30316

**Business Description: CONSTRUCTION ASPHALT & CON**

This certificate is only valid at this location and when the location conforms to DeKalb County's Zoning Regulations

**COPY**



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

November 2, 2021

**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 stated above and cancels and supersedes all Certificates previously issued:

**MAXIMUM CAPACITY RATING:** \$39,200,000.00  
**CERTIFICATE EXPIRES:** October 31, 2023  
**PRIMARY WORK CLASS/CODE:** 400  
**SECONDARY WORK CLASS(ES)/CODE(S):** 206A, 209, 310, 310A, 400A, 432 and 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. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.  
DN: cn=US, e=mmastronardi@dot.ga.gov,  
o=Georgia Department of Transportation,  
ou=Division of Construction - Director,  
cn="Marc Mastronardi, P.E."  
Date: 2021.11.02 10:22:14-04'00'

Marc Mastronardi, P.E.  
Chairman, Prequalification Committee/Contractors

MM:TKA

**COPY**

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.

COPY

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

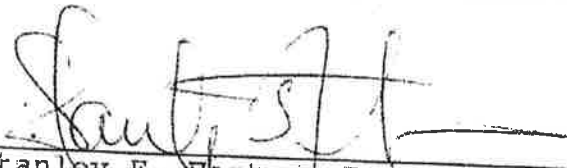
COPY

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

COPY

# Secretary of State

Business Services and Regulation

Suite 306, West Tower

2 Martin Luther King Jr. Dr.

Atlanta, Georgia 30334

CHARTER NUMBER : 0010037 DP  
DATE INCORPORATED: SEPTEMBER 29, 1960  
COUNTY : FULTON  
EXAMINER : MARILYN L. PAICE  
TELEPHONE : 404-656-2811

MAILED 10:

STANLEY C. FUSIER  
132 MICHELL 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 DULY INCORPORATED UNDER THE LAWS OF THE STATE OF GEORGIA ON THE DATE SET FORTH ABOVE, BY THE FILING OF ARTICLES OF INCORPORATION 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 BELOW.

DATE: OCTOBER 03, 1960



COPY

*Max Cleland*

MAX CLELAND  
SECRETARY OF STATE

*H. Wayne Howell*

H. WAYNE HOWELL  
DEPUTY SECRETARY OF STATE



3384 Almand Road  
Atlanta, Georgia 30316  
Office: (770) 964-4955  
Fax: (770) 964-4958

## Equipment Owned

| Year | Make          | Model                         |
|------|---------------|-------------------------------|
| 1997 | Peterbuilt    | Conventional Dump Truck       |
| 1999 | Sterling      | Conventional Dump Truck       |
| 2000 | Mack          | RD688S Dump Truck             |
| 2000 | Mack          | RD600 Dump Truck              |
| 2010 | Kenworth      | Construction Dump Truck       |
| 1995 | Ford          | L9000 Dump Truck              |
| 1996 | Ford          | Convention Dump Truck         |
| 2015 | Kenworth      | T880 Dump Truck               |
| 1995 | Ford          | Med Heavy Con Dump            |
| 2006 | Ford          | F-550 Super Duty Dump         |
| 2007 | Western Star  | 4900 Lowboy                   |
| 2006 | Mack          | CHN613 Lowboy                 |
| 1995 | International | 4000 Series 47 Service Truck  |
| 2002 | Freightliner  | FRHT Water Truck              |
| 2004 | Dodge         | Ram 3500                      |
| 2005 | Dodge         | Ram 3500                      |
| 2012 | Dodge         | Ram 2500                      |
| 2012 | Ford          | F-450 DRW Crew                |
| 2008 | Ford          | F350 DRW Super Duty Crew      |
| 2002 | Ford          | F350 DRW Super Duty Crew      |
| 1999 | Ford          | F-350 DRW Super Duty Crew     |
| 2000 | Ford          | F-250                         |
| 2020 | Cat           | Milling Machine (2)           |
| 2018 | Bomag         | Paver                         |
| 2020 | Cat           | Skid Steer                    |
| 2020 | Cat           | Skid Steer                    |
| 2020 | Cat           | Skid Steer                    |
| 2013 | Bomag         | BW 11RH Rubber Tire Roller    |
| 2011 | Bomag         | BW141AD Steel Drum Roller     |
| 2015 | Bomag         | BW 120SL-5 Double Drum Roller |
| 2012 | Hamm          | HD10 Roller                   |
| 2019 | Vogule        | Paver                         |
| 2020 | Kenworth      | Service Truck                 |

COPY





*3384 Almand Road  
Atlanta, Georgia 30316  
Office: (770) 964-4955  
Fax (770) 964-4958*

Attachment B

January 6, 2022

List of Proposed Subcontractors:

HEH Paving has not finalized its list of subcontractors.

COPY



*3384 Almand Road  
Atlanta, Georgia 30316  
Office: (770) 964-4955  
Fax (770) 964-4958*

Attachment B

January 6, 2022

List of Proposed Subcontractors:

HEH Paving has the authority to bid this project.

COPY

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/05/2022

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

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

| <b>PRODUCER</b><br><b>McGriff Insurance Services</b><br><b>517 North Church Street</b><br><b>Thomaston, GA 30286</b><br><b>706 647-8121</b> | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): 706 647-8121</b><br><b>FAX (A/C, No): 888-831-8407</b><br><b>E-MAIL ADDRESS:</b><br><table border="1"> <thead> <tr> <th data-bbox="812 430 1445 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1445 430 1586 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 451 1445 483">INSURER A : Amerisure Insurance Company</td> <td data-bbox="1445 451 1586 483">19488</td> </tr> <tr> <td data-bbox="812 483 1445 514">INSURER B : Amerisure Mutual Insurance Co.</td> <td data-bbox="1445 483 1586 514">23396</td> </tr> <tr> <td data-bbox="812 514 1445 546">INSURER C : Ohio Casualty Insurance Company</td> <td data-bbox="1445 514 1586 546">24074</td> </tr> <tr> <td data-bbox="812 546 1445 577">INSURER D :</td> <td data-bbox="1445 546 1586 577"></td> </tr> <tr> <td data-bbox="812 577 1445 609">INSURER E :</td> <td data-bbox="1445 577 1586 609"></td> </tr> <tr> <td data-bbox="812 609 1445 644">INSURER F :</td> <td data-bbox="1445 609 1586 644"></td> </tr> </tbody> </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 : |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------------|-------|--------------------------------------------|-------|---------------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| 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 :                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                         |       |                                            |       |                                             |       |             |  |             |  |             |  |
| <b>INSURED</b><br><b>H.E.H. Paving Inc.</b><br><b>3384 Almand Road SE</b><br><b>Atlanta, GA 30316</b>                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                         |       |                                            |       |                                             |       |             |  |             |  |             |  |

## 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | CPP21122760201                 | 06/23/2021               | 06/23/2022               | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                          |                    | CA21122740202                  | 06/23/2021               | 06/23/2022               | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                              |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$0                                                                               |                    | CU21122770202                  | 06/23/2021               | 06/23/2022               | EACH OCCURRENCE \$5,000,000<br>AGGREGATE \$5,000,000<br>\$                                                                                                                                                                                  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br>Y N/A       | WC211227502                    | 06/23/2021               | 06/23/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                      |
| C        | Contractors Equip<br>Leased/Rented                                                                                                                                                                                                                                                                              |                    | BMO2259303810<br>BMO2259303810 | 12/23/2021<br>12/23/2021 | 12/23/2022<br>12/23/2022 | Scheduled - \$1,000 Ded<br>\$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

*William H. Little, Jr.*

**COPY**

## DESCRIPTIONS (Continued from Page 1)

Blanket Waiver of Subrogation Form# WC000 Edt Date: 03/01/13

BLK Notice of Cancellation Form# WC990645

**\*\* Supplemental Name \*\***

First Supplemental Name applies to all policies - H.E.H. Paving Inc.

First Supplemental Name applies to all policies - JT Asphalt LLC

COPY

COPY



3384 Almand Road  
Atlanta, Georgia 30316  
Office: (770) 964-4955  
Fax: (770) 964-4958

### List of References

| Contract Name                          | Duration                    | Owners<br>Contact Information                                                                                                             |
|----------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Dekalb County Watershed<br>Management  | 1/13 - Present              | Dwayne White<br>Construction Superintendent<br>770-414-2363<br><a href="mailto:dtwhite@dekalbcountyga.gov">dtwhite@dekalbcountyga.gov</a> |
| City of Decatur<br>2019 LMIG           | 6/19 -12/19<br>4/20 – 12/20 | Jennings Bell<br>Project Civil Engineer<br>678-553-6529<br><a href="mailto:Jennings.bell@decaturga.com">Jennings.bell@decaturga.com</a>   |
| City of Fairburn<br>Street Resurfacing |                             | City of Fairburn<br>Lester Thompson<br>770-964-2244<br><a href="mailto:lthompson@fairburn.com">lthompson@fairburn.com</a>                 |
| Asphalt Street Repairs                 | 1/15 – Present              | DeKalb County R & D<br>Montavious Amis<br>404-425-4361<br><a href="mailto:mamis@dekalbcountyga.gov">mamis@dekalbcountyga.gov</a>          |
| DeKalb County LMIG<br>2019 LMIG        | 2/19 – 10/21                | DeKalb County R & D<br>Montavious Amis<br>404-425-4361<br><a href="mailto:mamis@dekalbcountyga.gov">mamis@dekalbcountyga.gov</a>          |

## 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

HEH Paving, Inc.

BY: Authorized Officer or Agent  
(Contractor Name)

21 December 2007

Date

President

Title of Authorized Officer or Contractor

Hobson E. Milner /

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 5 DAY OF January, 2022

Notary Public I

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**

**COP<sup>TV</sup>**



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**

**COPY**

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 “**2022 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 5.5 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge’s “**2022 LMIG Program - ITB# 2021-0015**” 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

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## 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.

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## 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;

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## 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, including the RFP and Contractor's proposal in response to the RFP.
  - 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):

COPY

## SECTION VIII

- a. Contractor's Bid.
  - 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

## SECTION VIII

the Contract Documents shall be reformed to replace such stricken provision or part 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 anything 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

COPY

SECTION VIII

liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or 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:

\_\_\_\_\_

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## SECTION IX

### NOTICE TO PROCEED



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

Project: **2022 LMIG PROGRAM**

Owner: City of Stockbridge, Georgia

Owner's Contract No.: **ITB NO: 2021-0015**

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**

Authorized Signature \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**COPY**

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*): **2022 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.*

**COPY**



## 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.

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## 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.

COPY

## 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)*:

COPY

## 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*): **2022 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.*

**COPY**

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 Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner

COPY



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.

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):

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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: \_\_\_\_\_

COPY

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: \_\_\_\_\_

COPY



## 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:**

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## 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

COPY

## 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.**

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## 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; 2022 LMIG PROGRAM**” is included as an addition to these Contract Documents with specific project area enlargements of the original map and are attached to these Supplementary Conditions. Additionally, included into these Contract Document is a detailed section for the required road widening of Stapleton Drive.

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# 2021-0015 - 2022 LMIG PROGRAM**” shall be per the “Georgia Department of Transportation – Standard Specifications Construction of Transportation Systems – January 21, 2021 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 2022 LMIG PROGRAM. Roadways are listed in no particular order. All dimensions and related work are approximate and for estimating purposes only.**

- **DAVIDSON PARKWAY SOUTH** - from Henry County Line to North Henry Boulevard: approximately 3480 linear feet x 39-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;
    - stripe center lane with solid yellow and skip yellow on each side;
    - install directional arrows at all intersections and as directed by Engineer;
    - stripe solid white side (FOG) lines;
    - stop bars adjacent to all stop signs.
  - **OLD ATLANTA ROAD** - from Flippen Road to Dead-End: approximately 6100 linear feet x 23-foot nominal width – includes accel/decel lanes and parking adjacent to roadway;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - resurface full road with 1-inch Permaflex;

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## SECTION XV

- resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
  - adjust all manholes to finished grade;
  - adjust all water valves to grade;
  - stop bars adjacent to all stop signs.
  - stripe center lane with double solid yellow;
  - install directional arrows at all intersections and as directed by Engineer;
  - stripe solid white side (FOG) lines where no curb exists;
  - parallel parking striping;
  - decel lane striping with direction arrows
- **MEADOW RIDGE DRIVE** - from Davis Road to the Cul-De-Sac: approximately 1670 linear feet x 23-foot nominal width; with cul-de-sac;
    - **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.
- **ANGELA COURT** - from Meadow Ridge Drive to the Cul-De-Sac: approximately 250 linear feet x 23-foot nominal width; with cul-de-sac;
    - **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.
- **REBECCA COURT** - from Meadow Ridge Drive to the Cul-De-Sac: approximately 205 linear feet x 23-foot nominal width; with cul-de-sac;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 100 ft.<sup>2</sup>;
      - 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.
- **WILLOW SPRINGS LANE** - from Old Atlanta Road to the Cul-De-Sac: approximately 3485 linear feet x 23-foot nominal width; with cul-de-sac and eyebrow cul-de-sac;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 500 ft.<sup>2</sup>;
      - resurface full road with 1-inch Permafex;

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- 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;
- **SAGE COURT** - from Spring Creek Drive to the Cul-De-Sac: approximately 445 linear feet x 23-foot nominal width; with cul-de-sac
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 100 ft.<sup>2</sup>;
      - resurface full road with 1-inch Permafex;
      - face entire roadway with 1.5-inches of 12.5 mm Superpave;
      - adjust all manholes to finished grade;
      - stop bars adjacent to all stop signs.
- **OLD LEGENDS BOULEVARD** - from Walt Stephens to Memory Lane: approximately 245 linear feet w/ entrance island and 18' travel lanes transition to 23'; deceleration lane;
    - **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;
      - decel lane striping with direction arrows.
- **MEMORY LANE** - from the Cul-De-Sac to the Cul-De-Sac: approximately 2725 linear feet x 23-foot nominal width; 2 - cul-de-sacs and 2 – eyebrow cul-de-sacs;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 1000 ft.<sup>2</sup>;
      - 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.
- **TIMELESS WALK** - from Memory Lane to the Cul-De-Sac: approximately 900 linear feet x 23-foot nominal width; cul-de-sac;
    - **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.

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## SECTION XV

- **HOMEPLACE DRIVE** - from Speer Road to the Cul-De-Sac: approximately 1035 linear feet x 23-foot nominal width; entrance island and 18' travel lanes transition to 23'; deceleration lane;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 1000 ft.<sup>2</sup>;
    - 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;
    - decel lane striping with direction arrows.
- **BRIDLE COVE** - from Carriage Lake Drive to the Cul-De-Sac: approximately 575 linear feet x 23-foot nominal width; with 80' diameter Cul-de-Sac;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 100 ft.<sup>2</sup>;
    - 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.
- **LAKEVIEW PLACE** - from Carriage Lake Drive to the Cul-De-Sac: approximately 1485 linear feet x 23-foot nominal width; with 80' diameter Cul-de-Sac and 80' diameter eyebrow Cul-de-Sac;
  - **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.
- **FAIRGREEN TRIAL** - from Walt Stephens to Monarch Village Way: approximately 1975 linear feet x 23-foot nominal width; with entrance island and 380' x 57' paved area at entrance;
  - **Proposed Improvements**
    - edge mill along curb and gutters;
    - patch approximately 500 ft.<sup>2</sup>;
    - 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;

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## SECTION XV

- stop bars adjacent to all stop signs;
  - right-turn arrow;
  - left-turn arrow;
  - 5" wide double yellow solid center line approximately 300 L.F.;
  - Crosswalk striping approximately 60 L.F.
- 
- **WINTER VIEW WAY** - from Monarch Village Way to the Cul-De-Sac: approximately 2350 linear feet x 23-foot nominal width; entrance island with 15' travel lanes and 80' diameter Cul-de-Sac;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 500 ft.<sup>2</sup>;
      - 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.
- 
- **STAPLETON DRIVE** - from Old Conyers Road to the gates of the Stockbridge WWTF: approximately 1235 linear feet x 23-foot nominal width first 345 linear feet and 14-foot wide remainder;
    - **Proposed Improvements**
      - excavate roots along existing roadway;
      - patch approximately 3000 ft.<sup>2</sup>;
      - widen 14-foot wide road to 19-foot wide per detail;
      - install 25 linear feet of 15" RCP storm culvert w/ 2-headwalls;
      - resurface full road with 1-inch Permafex;
      - resurface entire roadway with 1.5-inches of 12.5 mm Superpave;
      - stop bars adjacent to all stop signs.
- 
- **STOCKBRIDGE WWTF** - from the gates of the Stockbridge WWTF and all existing asphalt roadways and parking;
    - **Proposed Improvements**
      - edge mill along curb and gutters;
      - patch approximately 500 ft.<sup>2</sup>;
      - resurface full road and parking areas with 1-inch Permafex;
      - resurface entire roadway and parking areas with 1.5-inches of 12.5 mm Superpave;
      - adjust all manholes to finished grade;
      - restripe parking area;
      - install handicap parking signage & striping with handicap symbol;
      - stop bars adjacent to all stop signs.

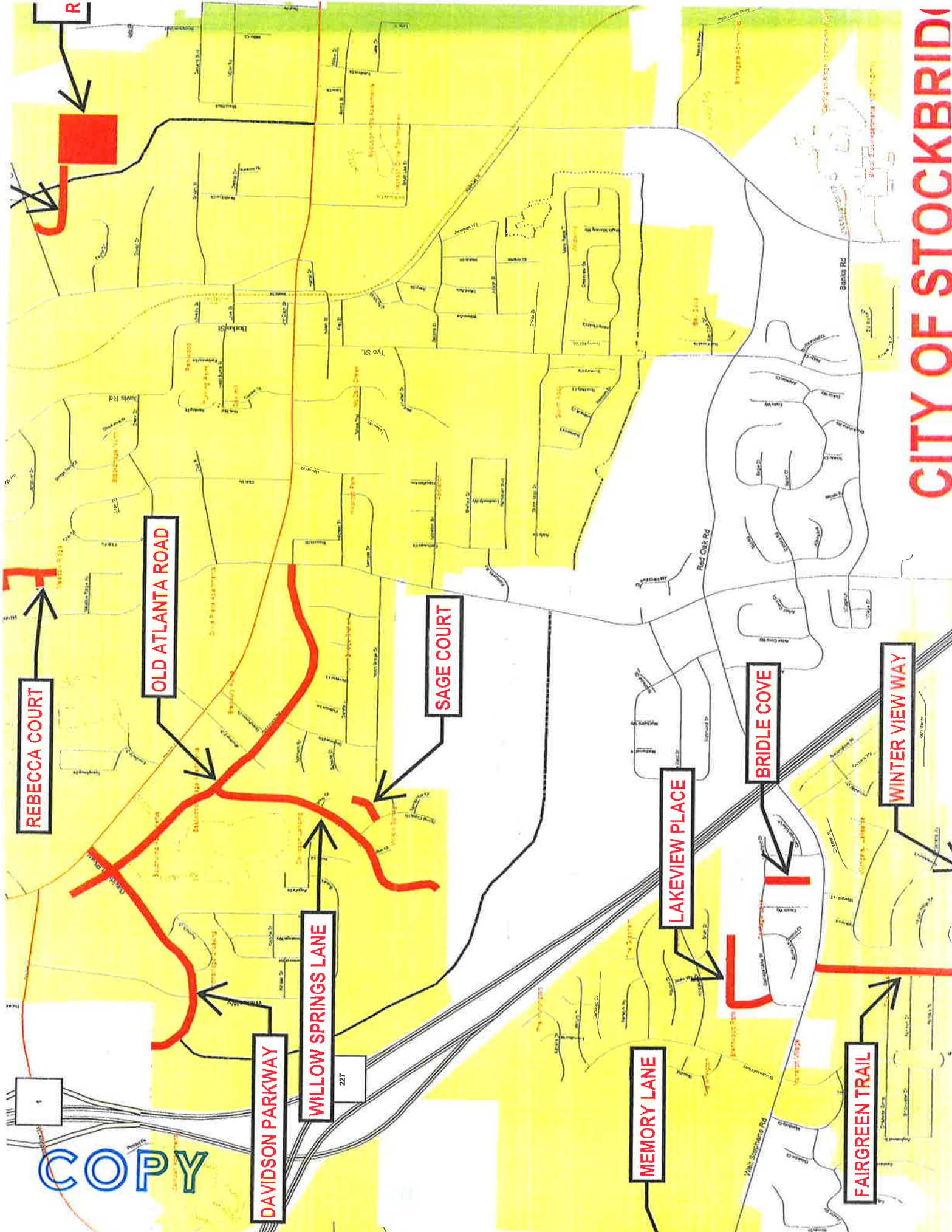
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**SECTION XVII**

**PROJECT MAPS AND DETAILS**

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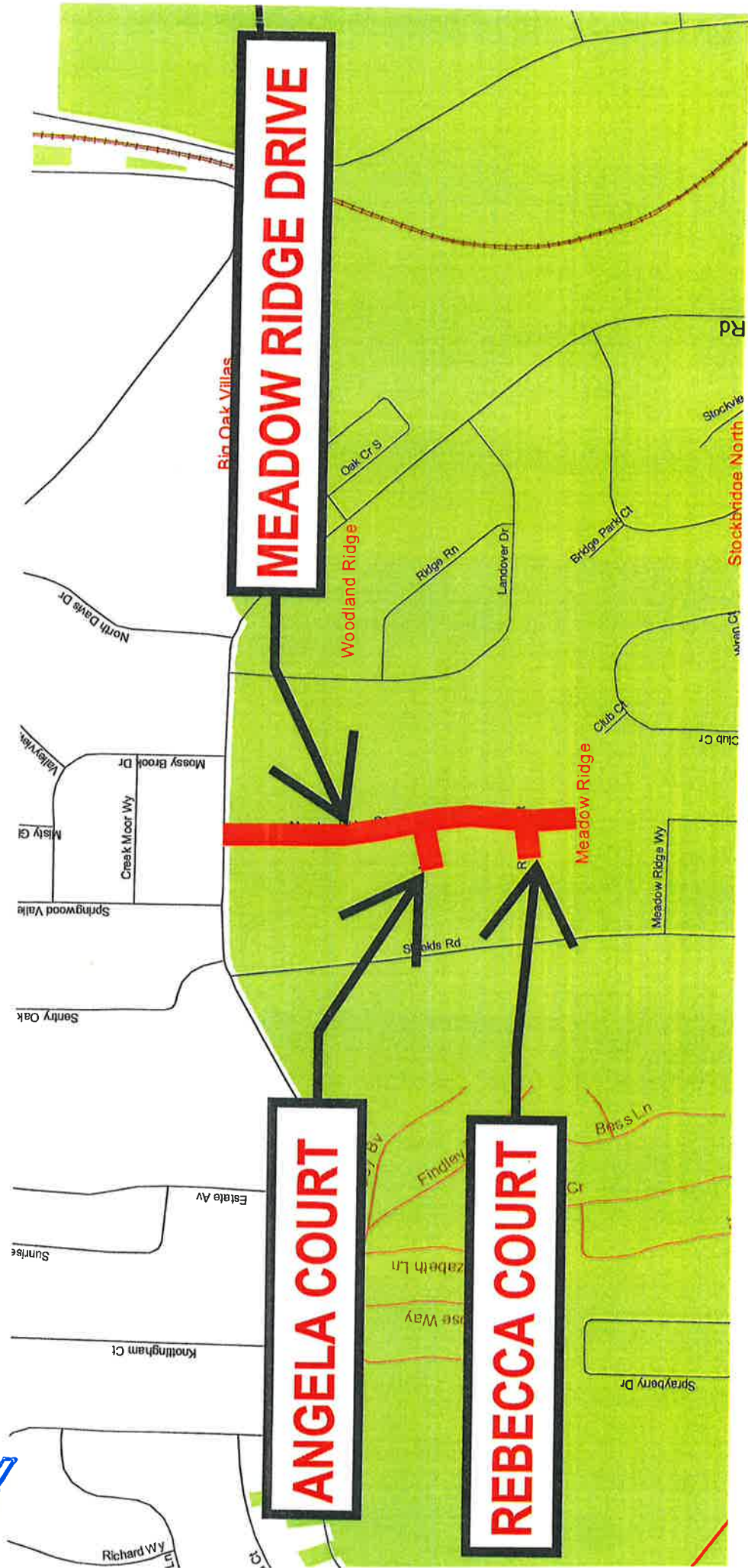


# CITY OF STOCKBRIDGE

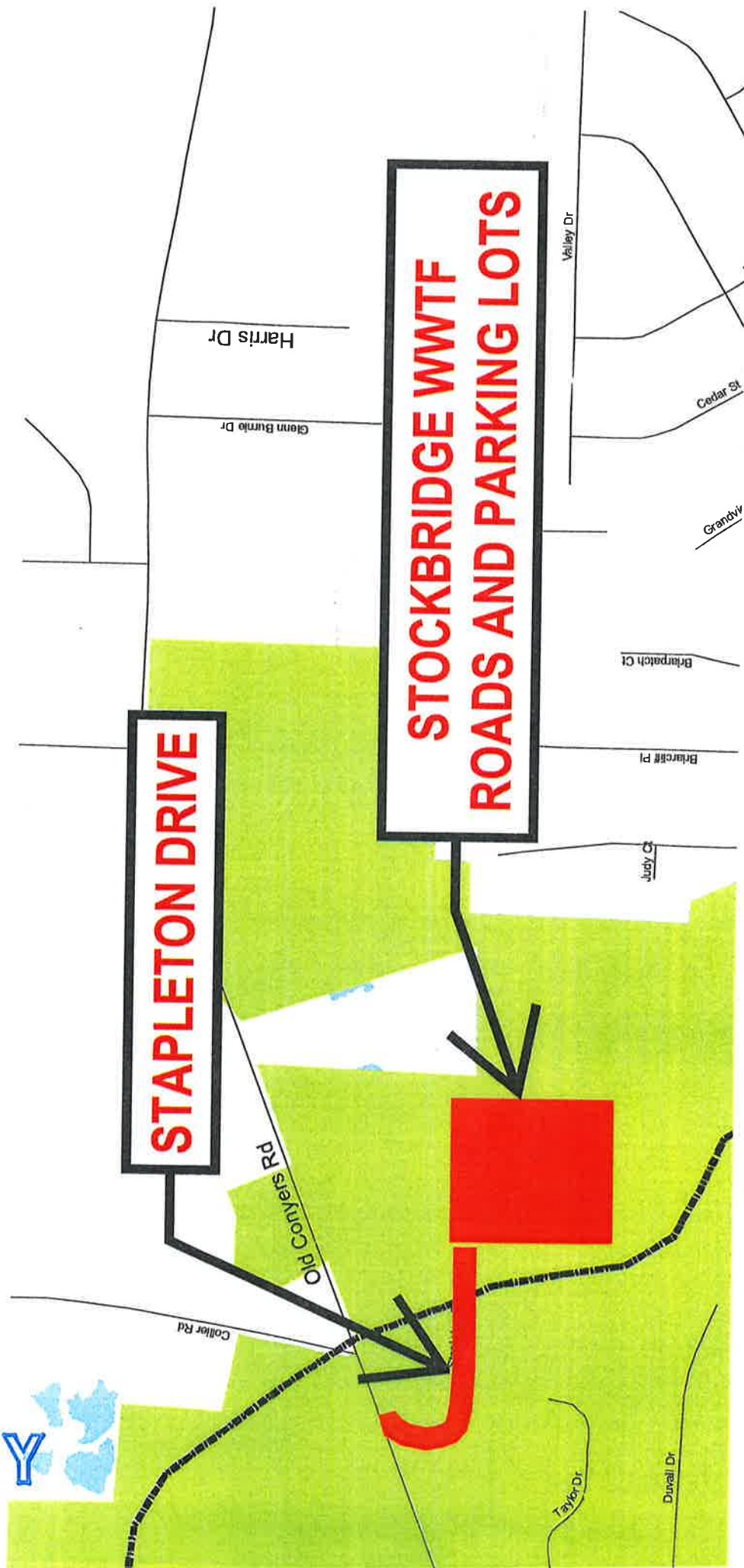
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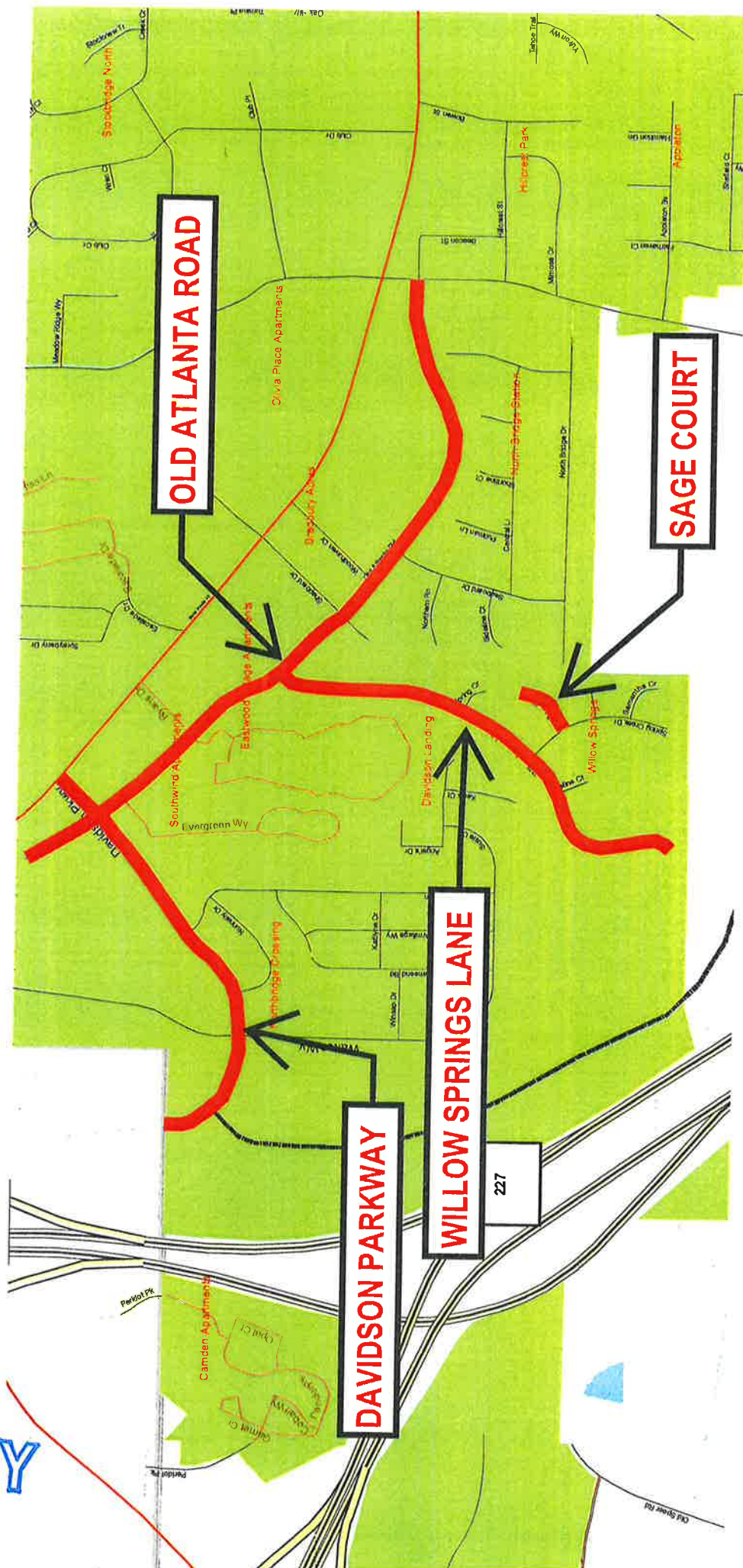


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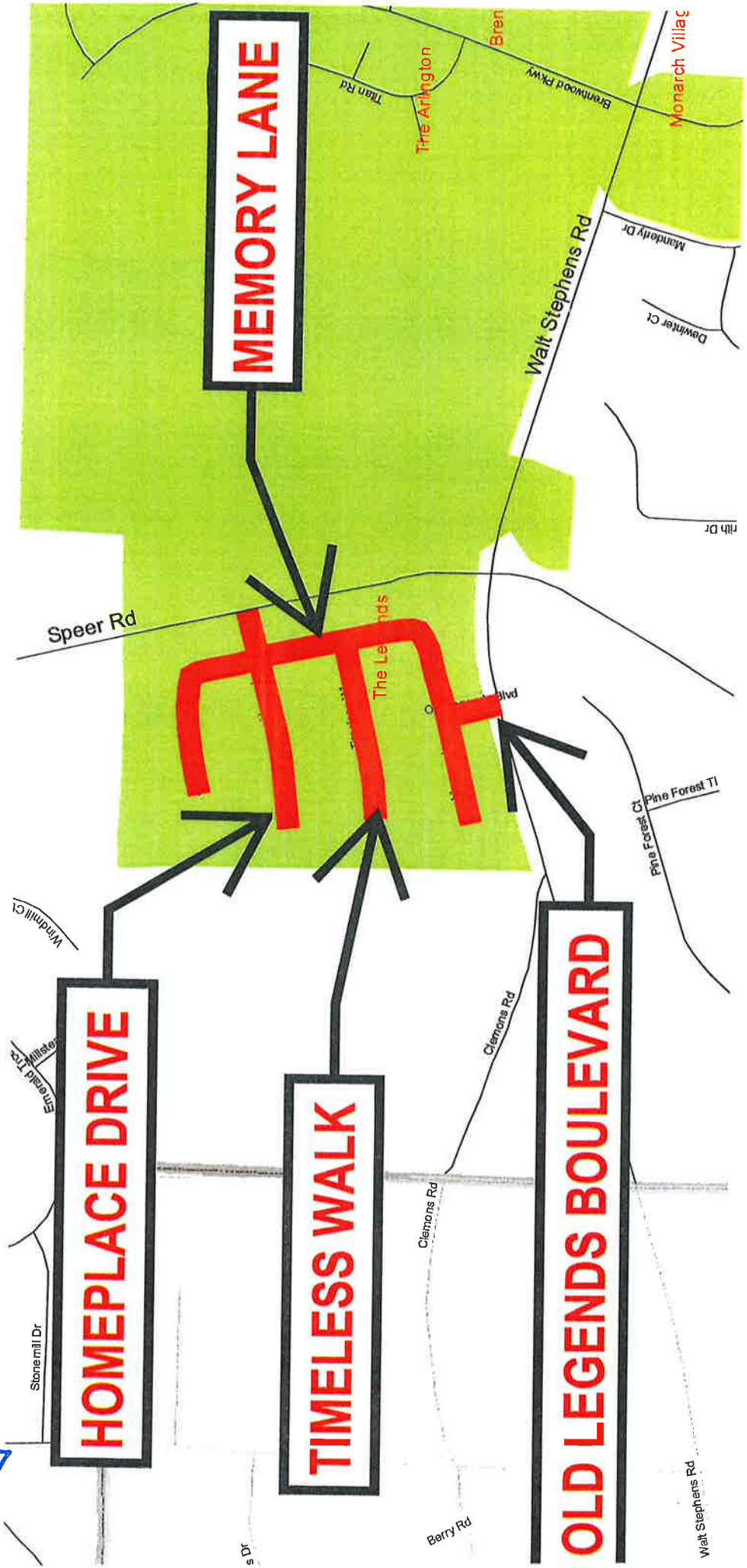




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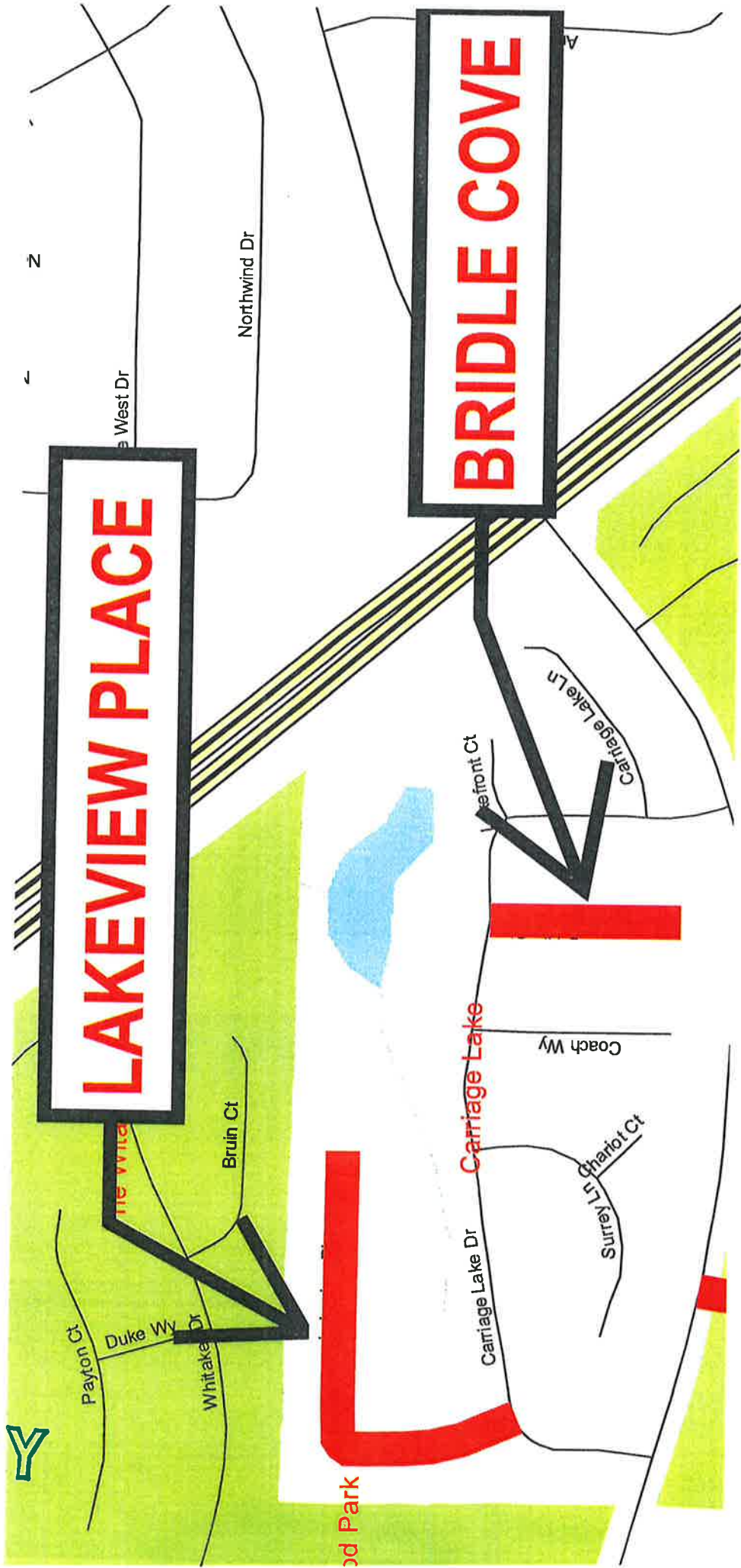


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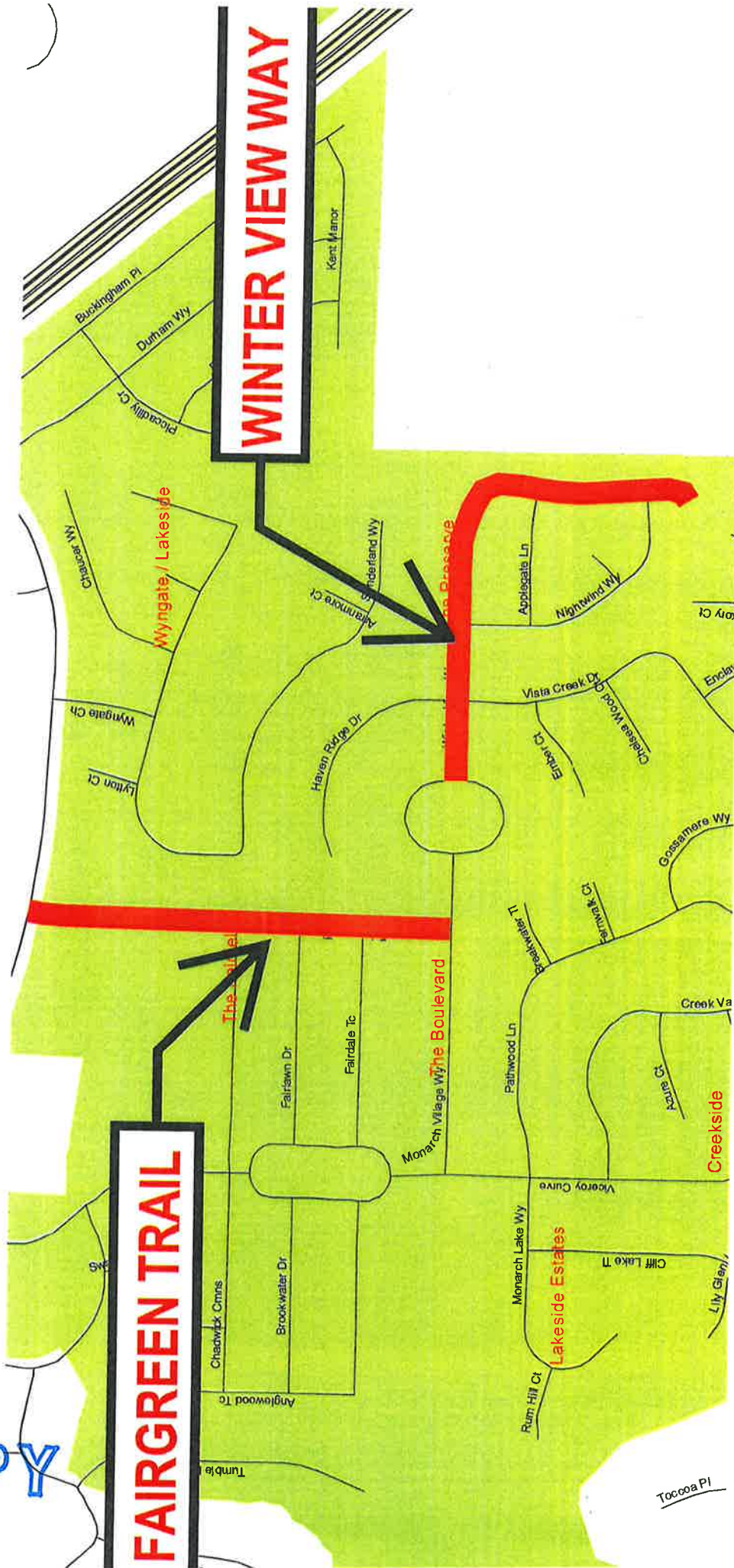


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# FAIRGREEN TRAIL

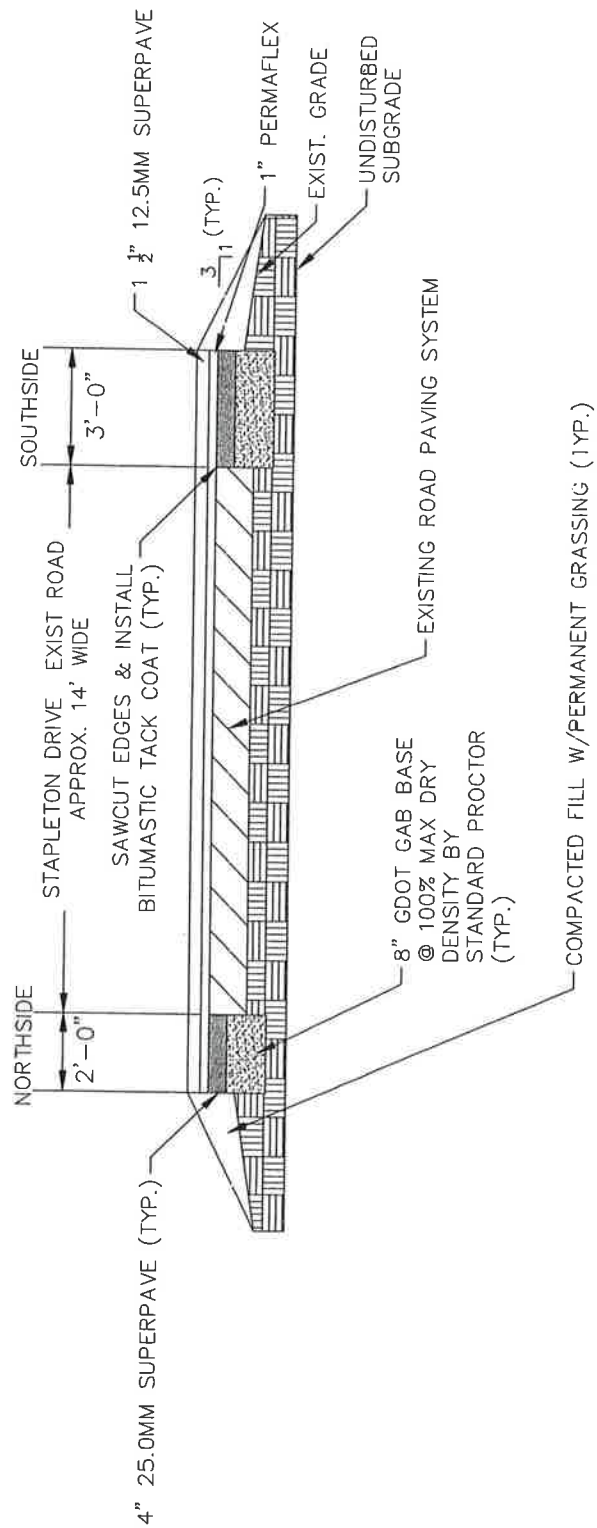
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## WINTER VIEW WAY





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SECTION XVII



**EXHIBIT II**  
**REFERENCE VERIFICATION AND RELEASE FORM**

**SOLICITATION NUMBER: ITB NO.: 2021-0015**

**PROJECT TITLE: STOCKBRIDGE - 2022 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 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: 1/1/2013 - Present**

**Brief Description of Work Performed: Milling, Patching, Resurfacing and Striping**

**COPY**

## SECTION XVII

### **REFERENCE NO. 2:**

**Name of Company/Entity:** City of Decatur

**Mailing Address:** 2635 Talley Street

**City/State/Zip Code:** Decatur, GA 30030

**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:** 6/19- 12/19 & 4/20-12/20

**Brief Description of Work Performed:** Milling, Patching, Resurfacing and Striping

### **REFERENCE NO. 3:**

**Name of Company/Entity:** City of Stone Mountain

**Mailing Address:** 875 Main Street

**City/State/Zip Code:** Stone Mountain, GA 30083

**Contact Person Name:** Jim Tavenner

**Contact Person Title:** Public Works Director

**Contract Person Phone No.:** 770-498-8984 x 134

**Contract Person Email:** publicworks@stonemountaincity.org

**Date Work Performed:** 2/2021 - 4/2021

**Brief Description of Work Performed:** Milling, Patching, Resurfacing and Striping

**COPY**

## SECTION XVII

### **REFERENCE NO. 4:**

**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.:** 404-425-4361

**Contract Person Email:** mamis@dekalbcountyga.gov

**Date Work Performed:** 12/19 - 10/21

**Brief Description of Work Performed:** Milling, Patching, Resurfacing and Striping

\_\_\_\_\_  
\_\_\_\_\_

### **REFERENCE NO. 5:**

**Name of Company/Entity:** City of Fairburn

**Mailing Address:** 26 W Campbellton 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 x 306

**Contract Person Email:** lthompson@fairburn.com

**Date Work Performed:**

**Brief Description of Work Performed:** Milling, Patching, Resurfacing and Striping

\_\_\_\_\_  
\_\_\_\_\_

**COPY**

## 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:**



**DATE:** 1/5/2022

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## 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

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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**

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## 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 "2022 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 5.5 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-0015 "2022 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. Road widening will require a sawcut line on edge of existing pavement and the addition of new paving sections in accordance with the detail included in these Contract Documents.
5. 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.
6. 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.

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7. All striping shall match any striping that existed prior to the roadway resurfacing unless otherwise stated.

1.3

#### 1.4 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**

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## 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.

**COPY**

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 25<sup>th</sup> 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. Submit Lien Waiver to match current Pay Request.

E. Payment Period: Monthly.

F. 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).

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- 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.

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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**

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## 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.

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#### 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**

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## 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.

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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.

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- 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**

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## 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.

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- 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.

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## 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.

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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.

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- 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.

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#### 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.

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- 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**

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## 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.

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#### 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.

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- 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**

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## 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.

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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.

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#### 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.

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- 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.

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## 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.

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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**

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## 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.

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- 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**

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## 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.

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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.

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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**

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## 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.

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- 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.

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- 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

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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**

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## 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.

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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.

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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  $\pm 1$  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

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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**

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ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, ~~December 30, 2021.~~ **January 6<sup>th</sup>, 2022**
2. The deadline for questions has changed. The deadline for questions was ~~Friday~~ **Monday, December 3<sup>rd</sup> 27<sup>th</sup>, 2021 (12:00 noon, EDT)**
3. **A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

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**I. CLARIFICATIONS / CORRECTIONS**

**SECTION I**

15.04 ~~Due to Covid-19, Stockbridge City Hall is closed to all Visitors.~~ **Bids may be physically hand delivered to the City Hall Procurement Division during business hours. 3:00 PM EST on the following dates:**

4. ~~Monday, December 27, 2021, thru Thursday, December 30, 2021,~~ **January 6<sup>th</sup>, 2022.**

Bids must be received by the ITB Due Date, Thursday, ~~December 30, 2021,~~ **January 6<sup>th</sup>, 2022** 3:00 p.m. EDT.

**The City of Stockbridge City Hall has reopened to all Visitors.**

Bids must be delivered to the following Location:

**City of Stockbridge Procurement Division**  
**4640 North Henry Boulevard**  
**Stockbridge, Georgia 30281**

**II. QUESTIONS AND RESPONSES**

- Questions 1. C W Matthews would like to respectfully request that the bid due date for this project be postponed 1-week to Jan 6, 2022, so that we may participate in the bid.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

- Questions 2. See question and answer below

You have provided a Typical Section for Stapleton Drive, within this typical section you show 4.0 inches of 25.0mm Superpave, however you do not have a bid item for this work. Also, this 25.0mm work is not included in the work scope descriptions on page 8 of 8. How do you intend to pay for the 25.0mm required on Stapleton Drive?

Answer Please see the attached revised bid form, which replaces all other bid forms.

For the Stockbridge WWTF (page 8 of 8) you tell us this includes areas from the Gates and all existing roadway & parking lots. Could you please provide a drawing or highlighted map that shows all of the areas that you intend to Mill and resurface. Ideally, providing SY of Paving areas and Linear Foot of Curb for these areas would be best.

Answer Quantities for all required improvements are included in the totals shown on the Bid Form. Edge milling will be performed along existing curb lines only.

When would the City expect to issue a "Notice to Proceed" for this project? We are trying to determine if you will make the Contractor perform the work during the colder/wetter months (Jan-April 2022).

Answer A Notice to Proceed cannot be issued until the bid is awarded.

Could you please provide a construction detail for the Water Valve and Manhole Adjustments?

Answer Adjustment of valves and manholes is to be accomplished utilizing steel extension rings only.

The Work Sequence described in Section 01100-1.2B (page 01100-1) seems to be missing some of the work scope. Could you please provide the rest of the work sequence to make sure we understand the intent?

Answer Items listed are complete.

Will there be any Work Restrictions and or Lane Closure Restrictions for this project? Or can the Contractor work and close travel lanes whenever they want?

Answer Standard work hours are 7:00 AM to 6:00 PM Monday thru Friday. Contractor is allowed to close lanes as needed but maintain access to properties.

Can you please clarify who will be responsible for all Quality Control Testing on this project, the City? or the Contractor? If this is the Contractor's responsibility to include in their bid, which bid item should it be included in?

Answer Contractor is responsible for any geotechnical testing required. These are residential roadways and testing is only performed if issues arise related to mix abnormality and compactive effort observed in the field.

Will the City allow the Contractor to use Portable Advanced Warning Signs for this project? Or will you require all Advanced Warning Signs to be Post Mounted?

Answer The use of portable traffic warning signs is acceptable.

On Page 01100-1 paragraph 1.2.B.6 says that "No striping shall be performed for a minimum of 14 days after the placement of the new asphalt surface."

Does this mean literally what it says and that you want the roads to be left unstriped for 14 days?

Answer            Striping per GDOT

Will you expect the Contractor to install Temporary Pavement Markings for traffic control for the 14 days prior to the final thermoplastic pavement markings being placed?

Answer            Striping per GDOT

If Temporary Striping is required, how do you intend to pay for it?

Answer            Cost is associated with striping costs.

How long will the City allow between the Edge Milling and Final Surface Placement? Typically, 15 Days is allowed.

Answer            Five (5) working days.

Typically, GDOT provides Special Provisions Section 150 specific for each project and its conditions. Will you please provide a project specific Special Provision Section 150-Traffic Control for this project?

Answer            Traffic control per MUTCD standard for this type of activity

Would the City please consider postponing the bid due date until after the Holiday's? Ideally, 1-2 Weeks would be best.

Answer            See above section I. CLARIFICATIONS / CORRECTIONS

Question 3.    Is there anyway we could extend the bid date of this project to sometime in January

Answer            See above section I. CLARIFICATIONS / CORRECTIONS

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Question 4. I have logged into the Pre-Bid Meeting but there seems to be nothing happening. Please advise what we need to do to participate.

Answer 4. To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) and click Join Meeting for the scheduled Pre-Bid.

Question 5. See question and answer below:

The Road Breakdown mentions fog lines on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions decal lanes on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions parking spaces on certain roads but there is no pay item for this other than a handicap symbol and blue hatching. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Davidson Parkway South appears to have 5" Skip white, but there is no pay items for it to be replaced. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

**COPY**

Question 6. At the Pre-Bid Meeting on Nov 18, you mentioned that an Addendum would be issued rescheduling the Pre-Bid meeting and to address the questions submitted prior to the 18th.

To date we have not seen where the City has posted any Addendums for this project on its website.

It would be very helpful if you could post an Addendum prior to the question deadline (Dec 3) so that we can ask follow-up questions to your Addendum Responses.

Can you please provide an update on the status of the Addendum that you mentioned at the Nov 18 Pre-Bid Meeting?

Answer 6. A second Non – Mandatory Prebid will is scheduled for **December 16th, 2021, at 10:00 am.**

**A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

Question 7. Can I get a copy of any addenda that have been released to date?

Answer All addenda are posted 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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

Question 8. See question and answer below

Who will be responsible for shoulder work/backfill of edge of pavement and grassing on Stapleton Dr. as shown on the detail? If so, can items be added with quantities on the bid schedule for this?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Will there be any ditch work required for the storm culvert and in what locations?

Answer Only grading to fit the required headwalls

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Will the storm culvert be a cross drain, or a sideline drain and please provide a location?

Answer                      No

Will there be any sideline ditch work required for Stapleton Dr.?

Answer                      No

Will there be any clearing work required for Stapleton Dr.?

Answer                      No

Does the Knoxbox by the gate need to be relocated?

Answer                      City to be responsible for this item

Will the city provide rings for the manhole and valve adjustments, or will the contractor need to supply?

Answer                      Contractor to furnish and install

Will the city consider changing from 75 days to 120 days substantial completion and add for possibility of weather days as extension of days if necessary being this will be 1<sup>st</sup> or 2<sup>nd</sup> quarter 2022?

Answer                      See above section I. CLARIFICATIONS / CORRECTIONS

When does the city intend on issuing the NTP on this work to begin?

Answer                      Once the contract has been awarded and the contract is executed.

Will the city consider pushing the bid date back into the first or second week of January?

Answer                      See above section I. CLARIFICATIONS / CORRECTIONS

**COPY**



Question 9. See question and answer below

Can the City please move the bid date to the following week? Most contractors are not working during the week between Christmas and New Year's.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Can the City please change the Completion Date of this project to at least 120 days given the size of the project?

Answer No. The project time specified is consistent with similar projects the City has awarded previously.

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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) . 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

 1-6-22  
Signature of Authorized Representative / Date

**COPY**

**SECTION III**

**BID FORM**

**REVISED: ADDENDUM NO. 1**



**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**JANUARY 6, 2022 - 3:00 PM EST**

**COPY**



## SECTION III

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### 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:

Addendum No.

Addendum Date

## ADDENDUM NO. 1

**DECEMBER 9, 2021**

## Addendum No. 2

December 27, 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

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### 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;

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### 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) :

#### LINE ITEM BID FORM

| <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>4,662.90</u> | \$ <u>23,314.52</u>  |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$ <u>2.40</u>     | \$ <u>138,954.55</u> |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                         | \$ <u>58.29</u>    | \$ <u>104,915.35</u> |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                     | \$ <u>90.93</u>    | \$ <u>2,273.17</u>   |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$ <u>2,564.60</u> | \$ <u>5,129.19</u>   |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                               | \$ <u>101.91</u>   | \$ <u>23,949.84</u>  |

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### SECTION III

|     |                           |      |                                                                                                                                                                                                                       |                    |                      |
|-----|---------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|
| 7.  | 1                         | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ <u>1,398.87</u> | \$ <u>1,398.87</u>   |
| 8.  | 240                       | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ <u>4.65</u>     | \$ <u>1,116.30</u>   |
| 9.  | 80                        | TON  | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                               | \$ <u>193.73</u>   | \$ <u>15,498.10</u>  |
| 10. | 350                       | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ <u>135.06</u>   | \$ <u>47,270.19</u>  |
| 11. | 4500                      | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ <u>153.33</u>   | \$ <u>689,964.15</u> |
| 12. | 7300                      | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ <u>121.04</u>   | \$ <u>883,583.10</u> |
| 13. | 300                       | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ <u>126.57</u>   | \$ <u>37,972.36</u>  |
| 14. | <del>1100</del><br>11,000 | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.                                                                                                                                                                                | \$ <u>4.65</u>     | \$ <u>51,163.72</u>  |
| 15. | 87                        | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ <u>1,107.44</u> | \$ <u>96,347.26</u>  |
| 16. | 6                         | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ <u>553.72</u>   | \$ <u>3,322.32</u>   |
| 17. | 60                        | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE                                                                                                                                                                  | \$ <u>15.28</u>    | \$ <u>916.96</u>     |
| 18. | 600                       | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ <u>6.99</u>     | \$ <u>4,196.61</u>   |
| 19. | 20000                     | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ <u>1.22</u>     | \$ <u>24,480.25</u>  |

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### SECTION III

|     |        |      |                                                                                                                                                                                                                                                      |                    |                     |
|-----|--------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| 20. | 7000   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                                                  | \$ <u>3.21</u>     | \$ <u>22,440.23</u> |
| 21. | 3500   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                   | \$ <u>3.32</u>     | \$ <u>11,628.12</u> |
| 22. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                      | \$ <u>139.89</u>   | \$ <u>1,398.87</u>  |
| 23. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW                                                                                                                                                                                                     | \$ <u>139.89</u>   | \$ <u>1,398.87</u>  |
| 24. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                      | \$ <u>128.23</u>   | \$ <u>1,282.30</u>  |
| 25. | 1      | EA.  | GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE                                                                                                                                                                                                       | \$ <u>1,165.73</u> | \$ <u>1,165.73</u>  |
| 26. | 400    | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                    | \$ <u>37.30</u>    | \$ <u>14,921.29</u> |
| 27. | 1      | EA.  | GDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                         | \$ <u>320.57</u>   | \$ <u>320.57</u>    |
| 28. | 15,000 | L.F. | GDOT THERMOPLASTIC SOLID LANE EDGE STRIPING, 5" WIDE WHITE                                                                                                                                                                                           | \$ <u>1.16</u>     | \$ <u>17,465.54</u> |
| 29. | 5,000  | L.F. | GDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING, 5" WIDE WHITE                                                                                                                                                                                         | \$ <u>1.11</u>     | \$ <u>5,544.61</u>  |
| 30. | 1,500  | L.F. | COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING                                                                                                                                               | \$ <u>3.56</u>     | \$ <u>5,336.69</u>  |
| 31. | 2      | 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 "UNIMAT TRAFFIC" | \$ <u>2,217.85</u> | \$ <u>4,435.69</u>  |

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### SECTION III

|     |  |      |                                                            |                    |                     |
|-----|--|------|------------------------------------------------------------|--------------------|---------------------|
|     |  |      | REFERENCE NO. 8001, OR<br>APPROVED EQUIVALENT.             |                    |                     |
| 32. |  | L.S. | PROJECT CONTINGENCY<br>ALLOWANCE (FOR USE BY CITY<br>ONLY) | <u>\$50,000.00</u> | <u>\$ 50,000.00</u> |

**Total Base Bid in Words:**

Two Million Three Hundred One Thousand Three Hundred Ninety One and Sixty Five Cents

Dollars

**In Numbers:** \$ 2,301,391.65

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.

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);

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### SECTION III

- 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.

### 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): \_\_\_\_\_

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### SECTION III

#### 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 Tamara Milner

Date of Qualification to do business in Georgia is  
09 / 28 / 1988.

#### 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)

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### SECTION III

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 3384 Almand Road, Atlanta, GA 30316  
\_\_\_\_\_  
\_\_\_\_\_

Phone No. 770-964-4955 Fax No. 770-964-4958  
\_\_\_\_\_

E-mail ericbrunson@hehpaving.com \_\_\_\_\_

SUBMITTED on 6 January, 2022.

GDOT Prequalification Certificate No. 2HE321 - GDOT.

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ADDENDUM NO. 2

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, January 6<sup>th</sup>, 2022.
2. The deadline for questions has not changed. The deadline for questions is Monday, December 27<sup>th</sup>, 2021 (12:00 noon, EDT)

**COPY**

**CLARIFICATIONS / QUESTIONS AND RESPONSES**

Questions 1. Please address the following questions:

1. The Tack Quantity is grossly understated as we are coming up with nearly 17,000 gallons. Can the City please revise this quantity?
2. Does the City anticipate any clearing required for the widening on Stapleton Drive?
3. Will the widening on Stapleton Drive affect the current ditch lines along the sides of the road? If so, will that need to be corrected by the contractor?

Answer 1. Please see below.

1. There was a typographical error in the quantity. The total estimate area for paving is  $\pm 88,500$  S.Y. which would require  $\pm 11,000$  Gallons of tack coat. Bidders are required to amend the Estimated Quantity for Line-Item No. 13 of the current Bid Form from the 1,100 Gallons listed to 11,000 Gallons. If needed, quantities will be extended based upon the unit pricing provided and contractors will be compensated for all materials installed.
2. No clearing is anticipated.
3. The only grading required will be related to the influent/effluent of the new culvert that will be field installed and will require localized grading.

Questions 2. How did you come up with the patching quantity as the bid schedule and quantities? provided per street have a 50% difference. Please advise.

Answer 2. Patching quantity shown in the Bid Form is an estimate of quantity that will be utilized for base failure areas only where the specified Permafex system will not provide adequate structural bridging. If needed, quantities will be extended based upon the unit pricing provided and contractors will be compensated for all materials installed.

Question 3. Can I get a copy of the pre-bid meeting sign-in sheet, if available?  
Can I get a copy of any new addenda issued to date aside from addendum 1?

Answer 3. Due To COVID-19 The City Of Stockbridge Procurement Division IS conducting, public pre-bid meeting online.

All Addenda Is Posted On 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](https://ssl.doas.state.ga.us/Prsapp/PR_Index.jsp).

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**City of Stockbridge Purchasing Division**

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

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.coas.state.ga.us/PRSapp/PR\\_index.jsp](https://ssl.coas.state.ga.us/PRSapp/PR_index.jsp). 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

 1-6-22  
Signature of Authorized Representative / Date

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ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, ~~December 30, 2021~~, **January 6<sup>th</sup>, 2022**
2. The deadline for questions has changed. The deadline for questions was ~~Friday~~ **Monday**, December 3<sup>rd</sup> **27<sup>th</sup>**, 2021 (12:00 noon, EDT)
3. **A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**



**I. CLARIFICATIONS / CORRECTIONS**

SECTION I

15.04 ~~Due to Covid 19, Stockbridge City Hall is closed to all Visitors.~~ **Bids may be physically hand delivered to the City Hall Procurement Division during business hours. 3:00 PM EST on the following dates:**

4. ~~Monday, December 27, 2021, thru Thursday, December 30, 2021,~~ **January 6<sup>th</sup>, 2022.**

Bids must be received by the ITB Due Date, Thursday, ~~December 30, 2021,~~ **January 6<sup>th</sup>, 2022** 3:00 p.m. EDT.

**The City of Stockbridge City Hall has reopened to all Visitors.**

Bids must be delivered to the following Location:

**City of Stockbridge Procurement Division**

**4640 North Henry Boulevard**

**Stockbridge, Georgia 30281**

**II. QUESTIONS AND RESPONSES**

Questions 1. C W Matthews would like to respectfully request that the bid due date for this project be postponed 1-week to Jan 6, 2022, so that we may participate in the bid.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Questions 2. See question and answer below

You have provided a Typical Section for Stapleton Drive, within this typical section you show 4.0 inches of 25.0mm Superpave, however you do not have a bid item for this work. Also, this 25.0mm work is not included in the work scope descriptions on page 8 of 8. How do you intend to pay for the 25.0mm required on Stapleton Drive?

Answer Please see the attached revised bid form, which replaces all other bid forms.

For the Stockbridge WWTF (page 8 of 8) you tell us this includes areas from the Gates and all existing roadway & parking lots. Could you please provide a drawing or highlighted map that shows all of the areas that you intend to Mill and resurface. Ideally, providing SY of Paving areas and Linear Foot of Curb for these areas would be best.

Answer Quantities for all required improvements are included in the totals shown on the Bid Form. Edge milling will be performed along existing curb lines only.

When would the City expect to issue a "Notice to Proceed" for this project? We are trying to determine if you will make the Contractor perform the work during the colder/wetter months (Jan-April 2022).

Answer A Notice to Proceed cannot be issued until the bid is awarded.

Could you please provide a construction detail for the Water Valve and Manhole Adjustments?

Answer Adjustment of valves and manholes is to be accomplished utilizing steel extension rings only.

The Work Sequence described in Section 01100-1.2B (page 01100-1) seems to be missing some of the work scope. Could you please provide the rest of the work sequence to make sure we understand the intent?

Answer Items listed are complete.

Will there be any Work Restrictions and or Lane Closure Restrictions for this project? Or can the Contractor work and close travel lanes whenever they want?

Answer Standard work hours are 7:00 AM to 6:00 PM Monday thru Friday. Contractor is allowed to close lanes as needed but maintain access to properties.

Can you please clarify who will be responsible for all Quality Control Testing on this project, the City? or the Contractor? If this is the Contractor's responsibility to include in their bid, which bid item should it be included in?

Answer Contractor is responsible for any geotechnical testing required. These are residential roadways and testing is only performed if issues arise related to mix abnormality and compactive effort observed in the field.

Will the City allow the Contractor to use Portable Advanced Warning Signs for this project? Or will you require all Advanced Warning Signs to be Post Mounted?

Answer The use of portable traffic warning signs is acceptable.



On Page 01100-1 paragraph 1.2.B.6 says that “No striping shall be performed for a minimum of 14 days after the placement of the new asphalt surface.”

Does this mean literally what it says and that you want the roads to be left unstriped for 14 days?

Answer        Striping per GDOT

Will you expect the Contractor to install Temporary Pavement Markings for traffic control for the 14 days prior to the final thermoplastic pavement markings being placed?

Answer        Striping per GDOT

If Temporary Striping is required, how do you intend to pay for it?

Answer        Cost is associated with striping costs.

How long will the City allow between the Edge Milling and Final Surface Placement? Typically, 15 Days is allowed.

Answer        Five (5) working days.

Typically, GDOT provides Special Provisions Section 150 specific for each project and its conditions. Will you please provide a project specific Special Provision Section 150-Traffic Control for this project?

Answer        Traffic control per MUTCD standard for this type of activity

Would the City please consider postponing the bid due date until after the Holiday's? Ideally, 1-2 Weeks would be best.

Answer        See above section I. CLARIFICATIONS / CORRECTIONS

Question 3.    Is there anyway we could extend the bid date of this project to sometime in January

Answer        See above section I. CLARIFICATIONS / CORRECTIONS



**City of Stockbridge Purchasing Division**

---

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

Question 4. I have logged into the Pre-Bid Meeting but there seems to be nothing happening. Please advise what we need to do to participate.

Answer 4. To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) and click Join Meeting for the scheduled Pre-Bid.

Question 5. See question and answer below:

The Road Breakdown mentions fog lines on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions decal lanes on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions parking spaces on certain roads but there is no pay item for this other than a handicap symbol and blue hatching. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Davidson Parkway South appears to have 5" Skip white, but there is no pay items for it to be replaced. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Question 6. At the Pre-Bid Meeting on Nov 18, you mentioned that an Addendum would be issued rescheduling the Pre-Bid meeting and to address the questions submitted prior to the 18th.

To date we have not seen where the City has posted any Addendums for this project on its website.

It would be very helpful if you could post an Addendum prior to the question deadline (Dec 3) so that we can ask follow-up questions to your Addendum Responses.

Can you please provide an update on the status of the Addendum that you mentioned at the Nov 18 Pre-Bid Meeting?

Answer 6. A second Non – Mandatory Prebid will is scheduled for **December 16th, 2021, at 10:00 am.**

**A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

Question 7. Can I get a copy of any addenda that have been released to date?

Answer All addenda are posted 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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

Question 8. See question and answer below

Who will be responsible for shoulder work/backfill of edge of pavement and grassing on Stapleton Dr. as shown on the detail? If so, can items be added with quantities on the bid schedule for this?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Will there be any ditch work required for the storm culvert and in what locations?

Answer Only grading to fit the required headwalls

Will the storm culvert be a cross drain, or a sideline drain and please provide a location?

Answer                      No

Will there be any sideline ditch work required for Stapleton Dr.?

Answer                      No

Will there be any clearing work required for Stapleton Dr.?

Answer                      No

Does the Knoxbox by the gate need to be relocated?

Answer                      City to be responsible for this item

Will the city provide rings for the manhole and valve adjustments, or will the contractor need to supply?

Answer                      Contractor to furnish and install

Will the city consider changing from 75 days to 120 days substantial completion and add for possibility of weather days as extension of days if necessary being this will be 1<sup>st</sup> or 2<sup>nd</sup> quarter 2022?

Answer                      See above section I. CLARIFICATIONS / CORRECTIONS

When does the city intend on issuing the NTP on this work to begin?

Answer                      Once the contract has been awarded and the contract is executed.

Will the city consider pushing the bid date back into the first or second week of January?

Answer                      See above section I. CLARIFICATIONS / CORRECTIONS



**City of Stockbridge Purchasing Division**

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

Question 9. See question and answer below

Can the City please move the bid date to the following week? Most contractors are not working during the week between Christmas and New Year's.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Can the City please change the Completion Date of this project to at least 120 days given the size of the project?

Answer No. The project time specified is consistent with similar projects the City has awarded previously.

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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) . All other terms, conditions, and specifications of the solicitation remain unchanged.

Magnum Paving LLC

\_\_\_\_\_  
Name of Company / Firm / Organization

Tyler Dickinson, Managing Member

\_\_\_\_\_  
Printed Name of Authorized Rep. / Title

\_\_\_\_\_  
Signature of Authorized Representative / Date

SECTION III

**BID FORM**

**REVISED: ADDENDUM NO. 1**



**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**JANUARY 6, 2022 - 3:00 PM EST**

## SECTION III

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## 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:

Addendum No.

Addendum Date

ADDENDUM NO. 1

DECEMBER 9, 2021

Addendum No. 2

December 29, 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) :

#### LINE ITEM BID FORM

| <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>80,000.00</u> | \$ <u>80,000.00</u>  |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$ <u>3.05</u>      | \$ <u>176,900.00</u> |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                         | \$ <u>5.00</u>      | \$ <u>9,000.00</u>   |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                     | \$ <u>125.00</u>    | \$ <u>3,125.00</u>   |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$ <u>1,500.00</u>  | \$ <u>3,000.00</u>   |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                               | \$ <u>50.00</u>     | \$ <u>11,750.00</u>  |

### SECTION III

|     |                                           |      |                                                                                                                                                                                                                       |                    |                      |
|-----|-------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|
| 7.  | 1                                         | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ <u>5,000.00</u> | \$ <u>5,000.00</u>   |
| 8.  | 240                                       | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ <u>10.00</u>    | \$ <u>2,400.00</u>   |
| 9.  | 80                                        | TON  | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                               | \$ <u>198.00</u>   | \$ <u>15,840.00</u>  |
| 10. | 350                                       | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ <u>198.00</u>   | \$ <u>69,300.00</u>  |
| 11. | 4500                                      | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ <u>126.10</u>   | \$ <u>567,450.00</u> |
| 12. | 7300                                      | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ <u>107.65</u>   | \$ <u>785,845.00</u> |
| 13. | 300                                       | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ <u>125.00</u>   | \$ <u>37,500.00</u>  |
| 14. | Addendum # 2<br><del>1100</del><br>11,000 | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.                                                                                                                                                                                | \$ <u>3.00</u>     | \$ <u>33,000.00</u>  |
| 15. | 87                                        | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ <u>250.00</u>   | \$ <u>21,750.00</u>  |
| 16. | 6                                         | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ <u>200.00</u>   | \$ <u>1,200.00</u>   |
| 17. | 60                                        | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE                                                                                                                                                                  | \$ <u>35.00</u>    | \$ <u>2,100.00</u>   |
| 18. | 600                                       | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ <u>13.25</u>    | \$ <u>7,950.00</u>   |
| 19. | 20000                                     | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ <u>0.85</u>     | \$ <u>17,000.00</u>  |

### SECTION III

|     |        |      |                                                                                                                                                                                                                                                      |                    |                     |
|-----|--------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| 20. | 7000   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                                                  | \$ <u>3.85</u>     | \$ <u>26,950.00</u> |
| 21. | 3500   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                   | \$ <u>3.85</u>     | \$ <u>13,475.00</u> |
| 22. | 10     | EA,  | GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                      | \$ <u>110.00</u>   | \$ <u>1,100.00</u>  |
| 23. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW                                                                                                                                                                                                     | \$ <u>110.00</u>   | \$ <u>1,100.00</u>  |
| 24. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                      | \$ <u>110.00</u>   | \$ <u>1,100.00</u>  |
| 25. | 1      | EA,  | GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE                                                                                                                                                                                                       | \$ <u>385.00</u>   | \$ <u>385.00</u>    |
| 26. | 400    | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                    | \$ <u>8.25</u>     | \$ <u>3,300.00</u>  |
| 27. | 1      | EA.  | GDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                         | \$ <u>350.00</u>   | \$ <u>350.00</u>    |
| 28. | 15,000 | L.F. | GDOT THERMOPLASTIC SOLID LANE EDGE STRIPING, 5" WIDE WHITE                                                                                                                                                                                           | \$ <u>0.85</u>     | \$ <u>12,750.00</u> |
| 29. | 5,000  | L.F. | GDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING, 5" WIDE WHITE                                                                                                                                                                                         | \$ <u>0.85</u>     | \$ <u>4,250.00</u>  |
| 30. | 1,500  | L.F. | COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING                                                                                                                                               | \$ <u>10.00</u>    | \$ <u>15,000.00</u> |
| 31. | 2      | 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 "UNIMAT TRAFFIC" | \$ <u>1,000.00</u> | \$ <u>2,000.00</u>  |

### SECTION III

|     |  |      |                                                            |                    |                     |
|-----|--|------|------------------------------------------------------------|--------------------|---------------------|
|     |  |      | REFERENCE NO. 8001, OR<br>APPROVED EQUIVALENT.             |                    |                     |
| 32. |  | L.S. | PROJECT CONTINGENCY<br>ALLOWANCE (FOR USE BY CITY<br>ONLY) | <u>\$50,000.00</u> | \$ <u>50,000.00</u> |

**Total Base Bid in Words:**

One Million, nine hundred eighty one thousand, eight hundred seventy dollars & no cents

Dollars

**In Numbers: \$** 1,981,870.00

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.

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);

### SECTION III

- 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.

### 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): \_\_\_\_\_

### SECTION III

#### A Corporation

Corporation Name: Magnum Paving LLC  
(SEAL)

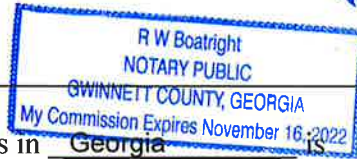
State of Incorporation: Georgia  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By:   
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Tyler Dickinson

Title: Managing Member  
(CORPORATE SEAL)

Attest:   
Date of Qualification to do business in Georgia is 02 / 28 / 2008



#### 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)

### SECTION III

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 140 Baker Industrial Ct

\_\_\_\_\_

Villa Rica, GA 30180

\_\_\_\_\_

Phone No. 404-754-6326 Fax No. \_\_\_\_\_

\_\_\_\_\_

E-mail tyler@magnumpavingga.com \_\_\_\_\_

SUBMITTED on Jan 6, \_\_\_\_\_, 20 22.

GDOT Prequalification Certificate No. 17667.



SECTION III

**BID FORM**

**REVISED: ADDENDUM NO. 1**

COPY



**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**JANUARY 6, 2022 - 3:00 PM EST**

## SECTION III

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**City of Stockbridge Purchasing Division**

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

**ADDENDUM NO. 2**

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, January 6<sup>th</sup>, 2022.
2. The deadline for questions has not changed. The deadline for questions is Monday, December 27<sup>th</sup>, 2021 (12:00 noon, EDT)

Question 9. See question and answer below

Can the City please move the bid date to the following week? Most contractors are not working during the week between Christmas and New Year's.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Can the City please change the Completion Date of this project to at least 120 days given the size of the project?

Answer No. The project time specified is consistent with similar projects the City has awarded previously.

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](https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp). All other terms, conditions, and specifications of the solicitation remain unchanged.

ONSITE PAVING, SEALCOATING & MAINTENANCE INC.

Name of Company / Firm / Organization

JEFF KLEEMETER MANAGER

Printed Name of Authorized Rep. / Title

1/6/21  
Signature of Authorized Representative / Date



ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, ~~December 30, 2021~~, **January 6<sup>th</sup>, 2022**
2. The deadline for questions has changed. The deadline for questions was ~~Friday~~ **Monday**, December 3<sup>rd</sup> **27<sup>th</sup>**, 2021 (12:00 noon, EDT)
3. **A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**



Where Community Connects

**City of Stockbridge Purchasing Division**

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

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ONSITE PAVING, SEALCOATING & MAINTENANCE, INC.

Name of Company / Firm / Organization

JEFF KLEEMEIER      MANAGER

Printed Name of Authorized Rep. / Title

[Signature]      1/6/22  
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>ADDENDUM NO. 1</u> | <u>DECEMBER 9, 2021</u> |
| <u>ADDENDUM NO. 2</u> | <u>DECEMBER 9, 2021</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) :

#### LINE ITEM BID FORM

| <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>55,000.00</u> | \$ <u>55,000.00</u>  |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$ <u>2.65</u>      | \$ <u>153,700.00</u> |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                         | \$ <u>6.00</u>      | \$ <u>10,800.00</u>  |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                     | \$ <u>100.00</u>    | \$ <u>2,500.00</u>   |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$ <u>2800.00</u>   | \$ <u>5600.00</u>    |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                               | \$ <u>45.00</u>     | \$ <u>10,575.00</u>  |

### SECTION III

ADD.  
#2

|     |                           |      |                                                                                                                                                                                                                       |                    |                      |
|-----|---------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|
| 7.  | 1                         | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ <u>5,000.00</u> | \$ <u>5,000.00</u>   |
| 8.  | 240                       | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ <u>7.00</u>     | \$ <u>1,680.00</u>   |
| 9.  | 80                        | TON  | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                               | \$ <u>126.95</u>   | \$ <u>10,156.00</u>  |
| 10. | 350                       | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ <u>116.65</u>   | \$ <u>40,827.50</u>  |
| 11. | 4500                      | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ <u>132.45</u>   | \$ <u>596,025.00</u> |
| 12. | 7300                      | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ <u>117.00</u>   | \$ <u>854,100.00</u> |
| 13. | 300                       | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ <u>120.50</u>   | \$ <u>36,150.00</u>  |
| 14. | <del>1100</del><br>11,000 | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.                                                                                                                                                                                | \$ <u>6.00</u>     | \$ <u>66,000.00</u>  |
| 15. | 87                        | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ <u>150.00</u>   | \$ <u>13,050.00</u>  |
| 16. | 6                         | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ <u>150.00</u>   | \$ <u>900.00</u>     |
| 17. | 60                        | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE                                                                                                                                                                  | \$ <u>12.00</u>    | \$ <u>720.00</u>     |
| 18. | 600                       | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ <u>10.00</u>    | \$ <u>6,000.00</u>   |
| 19. | 20000                     | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ <u>1.10</u>     | \$ <u>22,000.00</u>  |

### SECTION III

|     |        |      |                                                                                                                                                                                                                                                                                 |                    |                     |
|-----|--------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| 20. | 7000   | L.F. | GDOT THERMOPLASTIC SOLID<br>HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                                                                          | \$ <u>2.75</u>     | \$ <u>19,250.00</u> |
| 21. | 3500   | L.F. | GDOT THERMOPLASTIC SOLID<br>HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                                           | \$ <u>2.75</u>     | \$ <u>9,625.00</u>  |
| 22. | 10     | EA,  | GDOT THERMOPLASTIC SOLID<br>WHITE RIGHT TURN ARROW                                                                                                                                                                                                                              | \$ <u>125.00</u>   | \$ <u>1,250.00</u>  |
| 23. | 10     | EA.  | GDOT THERMOPLASTIC SOLID<br>WHITE "LEFT" TURN ARROW                                                                                                                                                                                                                             | \$ <u>125.00</u>   | \$ <u>1,250.00</u>  |
| 24. | 10     | EA.  | GDOT THERMOPLASTIC SOLID<br>WHITE "STRAIGHT" ARROW                                                                                                                                                                                                                              | \$ <u>125.00</u>   | \$ <u>1,250.00</u>  |
| 25. | 1      | EA,  | GDOT THERMOPLASTIC "ADA"<br>HANDICAP SYMBOL; BLUE                                                                                                                                                                                                                               | \$ <u>500.00</u>   | \$ <u>500.00</u>    |
| 26. | 400    | L.F. | GDOT THERMOPLASTIC SOLID<br>HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                                            | \$ <u>6.00</u>     | \$ <u>2,400.00</u>  |
| 27. | 1      | EA.  | GDOT HANDICAP PARKING / VAN<br>PARKING SIGN WITH POST<br>INSTALLED                                                                                                                                                                                                              | \$ <u>200.00</u>   | \$ <u>200.00</u>    |
| 28. | 15,000 | L.F. | GDOT THERMOPLASTIC SOLID<br>LANE EDGE STRIPING, 5" WIDE<br>WHITE                                                                                                                                                                                                                | \$ <u>1.10</u>     | \$ <u>16,500.00</u> |
| 29. | 5,000  | L.F. | GDOT THERMOPLASTIC TRAFFIC<br>LANE SKIP STRIPING, 5" WIDE<br>WHITE                                                                                                                                                                                                              | \$ <u>1.10</u>     | \$ <u>5,500.00</u>  |
| 30. | 1,500  | L.F. | COMPACTED BACKFILL AGAINST<br>EDGE OF PAVEMENT 4' WIDE<br>MINIMUM ON SHOULDER AND<br>INSTALL PERMANENT GRASSING                                                                                                                                                                 | \$ <u>25.00</u>    | \$ <u>37,500.00</u> |
| 31. | 2      | EA.  | REMOVE EXISTING TRAFFIC SPEED<br>BUMP AND REPLACE WITH 12"<br>WIDE x 2" RECYCLED SOLID<br>RUBBER SPEED BUMP W/<br>REFLECTORS, MINIMUM 19' LONG<br>CONTINUOUS W/ END CAPS<br>(BLACK/YELLOW) INSTALLED IN<br>ACCORDANCE WITH<br>MANUFACTURER'S STANDARDS;<br>PER "UNIMAT TRAFFIC" | \$ <u>1,000.00</u> | \$ <u>2,000.00</u>  |

### SECTION III

|     |  |      |                                                            |                    |                     |
|-----|--|------|------------------------------------------------------------|--------------------|---------------------|
|     |  |      | REFERENCE NO. 8001, OR<br>APPROVED EQUIVALENT.             |                    |                     |
| 32. |  | L.S. | PROJECT CONTINGENCY<br>ALLOWANCE (FOR USE BY CITY<br>ONLY) | <u>\$50,000.00</u> | <u>\$ 50,000.00</u> |

**Total Base Bid in Words:**

TWO MILLION THIRTY-EIGHT THOUSAND EIGHT & 50/100  
Dollars

**In Numbers: \$** 2,038,008.50

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.

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);

SECTION IV

**BID BOND**

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

**BIDDER (Name and Address):**

On Site Paving Sealcoating and Maintenance, LLC

P.O. Box 1149

McDonough, Georgia 30253

**SURETY (Name and Address of Principal Place of Business):**

Frankenmuth Mutual Insurance Company

One Mutual Avenue

Frankenmuth, Michigan 48787

**OWNER (Name and Address):**

City of Stockbridge

4640 North Henry Boulevard

Stockbridge, Georgia 30281

**BID**

Bid Due Date: ~~DECEMBER 30, 2021~~ JANUARY 6, 2022

Description (Project Name and Include Location):

**CITY OF STOCKBRIDGE - 2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**BOND**

Bond Number:

Date (Not earlier than Bid due date): January 5, 2022

Penal sum Five Percent of bid amount

(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**

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

**SURETY**

(Seal) Frankenmuth Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Kasey DeFore

Print Name

Account Manager

Title

Attest:

Signature

Crissy Chaney-Receptionist

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.

# FRANKENMUTH MUTUAL INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Harold D. Foshee III, Garry Calloway Garretson, Susan R. Wood, Brandy Weaver, Kasey DeFore

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company

By Frederick A. Edmond, Jr.  
Frederick A. Edmond, Jr.,  
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss (Seal)  
Dianne L. Voss, Notary Public  
Saginaw County, State of Michigan  
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 6th day of January, 2022

Andrew H. Knudsen

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED  
TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



Frankenmuth Mutual Insurance Company  
Ansur America Insurance Company  
Patriot Life Insurance Company  
Patriot Insurance Company

**SURETY BOND SEAL ADDENDUM**  
Frankenmuth Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Mutual Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Mutual Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2022, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Mutual Insurance Company, by its Attorney-in-Fact, Frankenmuth Mutual Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 6th day of January, 2022.



Frankenmuth Mutual Insurance Company

Sign: Kasey DeFore

Attorney-in-fact



### SECTION III

#### 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.

#### 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: ONSITE PAVING, SEALCOATING & MAINTENANCE INC.  
(SEAL)

State of Incorporation: Georgia  
Type (General Business, Professional, Service, Limited Liability): LHC

By: Leah V Cash  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Leah Cash

Title: President  
(CORPORATE SEAL)

Attest Rebecca J. Jeter 1/5/2022



# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### ANNUAL REGISTRATION

\*Electronically Filed\*

Secretary of State

Filing Date: 1/8/2021 7:40:52 AM

#### BUSINESS INFORMATION

|                            |                                                |
|----------------------------|------------------------------------------------|
| CONTROL NUMBER             | 14008250                                       |
| BUSINESS NAME              | On-Site Paving Sealcoating and Maintenance LLC |
| BUSINESS TYPE              | Domestic Limited Liability Company             |
| EFFECTIVE DATE             | 01/08/2021                                     |
| ANNUAL REGISTRATION PERIOD | 2021                                           |

#### PRINCIPAL OFFICE ADDRESS

|         |                                                     |
|---------|-----------------------------------------------------|
| ADDRESS | PO Box 1149, PO Box 1149, McDonough, GA, 30253, USA |
|---------|-----------------------------------------------------|

#### REGISTERED AGENT

| NAME        | ADDRESS                                    | COUNTY |
|-------------|--------------------------------------------|--------|
| Leah V Cash | 15 Depot Street, McDonough, GA, 30253, USA | Henry  |

#### AUTHORIZER INFORMATION

|                      |                   |
|----------------------|-------------------|
| AUTHORIZER SIGNATURE | Jeff Kleemeier    |
| AUTHORIZER TITLE     | Authorized Person |

### SECTION III

Date of Qualification to do business in Georgia is  
11/26/2013

#### 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 P.O. Box 1149  
\_\_\_\_\_  
McDONOUGH GA 30253  
\_\_\_\_\_

SECTION III

Phone No. 770-914-6400 Fax No. 770-914-6485

E-mail SCOTTR@ONSITEPAVING.COM

SUBMITTED on JANUARY 6, 2022.

GDOT Prequalification Certificate No. 2554061.

SECTION IV

**BID BOND**

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

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**BID**

Bid Due Date: **DECEMBER 30, 2021**

Description (*Project Name and Include Location*):

**CITY OF STOCKBRIDGE – 2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**BOND**

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(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**

**SURETY**

\_\_\_\_\_  
Bidder'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

## 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.

## 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.

9774708  
EEV/Basic Pilot Program\* User Identification Number

Onsite Paving, Sealcoating and Maint.  
BY: Authorized Officer or Agent  
(Contractor Name)

1-5-2022  
Date

Manager  
Title of Authorized Officer of Contractor

Jeff Kleemeier  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 5th DAY OF January, 2022

Rebecca Norton Bolton  
Notary Public I

My Commission Expires: 12/6/2024

\*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 \_\_\_\_\_ (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**

\* SUBS NOT KNOWN AT BID DATE \*



SECTION XVII



EXHIBIT II  
**REFERENCE VERIFICATION AND RELEASE FORM**

**SOLICITATION NUMBER: ITB NO.: 2021-0015**

**PROJECT TITLE: STOCKBRIDGE - 2022 LMIG PROGRAM**

**BIDDER:** \_\_\_\_\_  
(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 DOUGLASVILLE

**Mailing Address:** 8578 CLUB DR

**City/State/Zip Code:** DOUGLASVILLE GA 30134

**Contact Person Name:** GREG ROBERTS

**Contact Person Title:** MANAGER

**Contract Person Phone No.:** 770-920-3005

**Contract Person Email:** \_\_\_\_\_

**Date Work Performed:** 11/2018

**Brief Description of Work Performed:** LMIG 2018 MILL-PAVE-SURF

SECTION XVII

**REFERENCE NO. 2:**

Name of Company/Entity: CITY OF MCDONOUGH

Mailing Address: 136 KEYS FERRY ST

City/State/Zip Code: MCDONOUGH GA 30253

Contact Person Name: RONNIE THOMPSON

Contact Person Title: PUBLIC WORKS DIRECTOR

Contract Person Phone No.: 678-409-8237

Contract Person Email: RTHOMPSON@MCDONOUGHGA.ORG

Date Work Performed: 2019, 2021

Brief Description of Work Performed: MIL-PAVE-SNUIPE

**REFERENCE NO. 3:**

Name of Company/Entity: WEINGARTEN REALTY

Mailing Address: PO BOX 4235

City/State/Zip Code: PORTLAND OR 97208

Contact Person Name: TRAVIS HOFRA

Contact Person Title: MANAGER

Contract Person Phone No.: 832-276-6915

Contract Person Email: —

Date Work Performed: 9/2019

Brief Description of Work Performed: MIL-PAVE-STRIPE MANSELL  
CROSSING



SECTION XVII

REFERENCE NO. 4:

Name of Company/Entity: MEJA CONSTRUCTION  
Mailing Address: 107 RUTHRIE WAY  
City/State/Zip Code: PEACHTREE CITY, GA 30269  
Contact Person Name: SEAN GABLE  
Contact Person Title: PROJECT MGR.  
Contract Person Phone No.:  
Contract Person Email:  
Date Work Performed: SUMMER 2019  
Brief Description of Work Performed: PAVE McDONOUGH H.S.

REFERENCE NO. 5:

Name of Company/Entity: EARLE EXCAVATION  
Mailing Address: 4369 TANNERS CHURCH RD.  
City/State/Zip Code: ELLENWOOD GA 30294  
Contact Person Name: SCOTT HANNAH  
Contact Person Title: MANAGER  
Contract Person Phone No.: 404-516-0672  
Contract Person Email: —  
Date Work Performed: JUNE 2019  
Brief Description of Work Performed: PAVE SANDY SPRINGS MKT.

SECTION XVII

**REFERENCE VERIFICATION RELEASE STATEMENT**

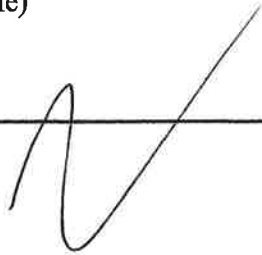
The Bidder listed below hereby authorizes the City of Stockbridge and its Representatives to contact the references provided for this bid and any additional parties that may be encountered/discovered during the reference conformation process.

**BIDDER:** ONSITE PAVING SEALCOATING & MAINTENANCE, INC.

(List name exactly as provided in Bid Form)

**SIGNED BY:** JEFF KLEEMER MANAGER

(Printed name and title)

**AUTHORIZED SIGNATURE:**  **DATE:** 1/6/22

ADDENDUM NO. 1

Solicitation No.: INVITATION TO BID (ITB) NO. 2021- 0015

Solicitation Title: CITY OF STOCKBRIDGE 2022 LMIG 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. ITB Due Date has not changed. The ITB Due Date is 3:00 p.m. EDT on Thursday, ~~December 30, 2021,~~ **January 6<sup>th</sup>, 2022**
2. The deadline for questions has changed. The deadline for questions was ~~Friday,~~ **Monday,** December 3<sup>rd</sup> **27<sup>th</sup>**, 2021 (12:00 noon, EDT)
3. **A N o n - Mandatory Prebid Conference will be held online at www.cityofstockbridge.com/procurementdivision on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

**I. CLARIFICATIONS / CORRECTIONS**

**SECTION I**

~~15.04 Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City Hall Procurement Division during business hours. 3:00 PM EST on the following dates:~~

4. ~~Monday, December 27, 2021, thru Thursday, December 30, 2021, January 6<sup>th</sup>, 2022.~~

~~Bids must be received by the ITB Due Date, Thursday, December 30, 2021, January 6<sup>th</sup>, 2022 3:00 p.m. EDT.~~

**The City of Stockbridge City Hall has reopened to all Visitors.**

Bids must be delivered to the following Location:

**City of Stockbridge Procurement Division**  
**4640 North Henry Boulevard**  
**Stockbridge, Georgia 30281**

**II. QUESTIONS AND RESPONSES**

- Questions 1. C W Matthews would like to respectfully request that the bid due date for this project be postponed 1-week to Jan 6, 2022, so that we may participate in the bid.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

- Questions 2. See question and answer below

You have provided a Typical Section for Stapleton Drive, within this typical section you show 4.0 inches of 25.0mm Superpave, however you do not have a bid item for this work. Also, this 25.0mm work is not included in the work scope descriptions on page 8 of 8. How do you intend to pay for the 25.0mm required on Stapleton Drive?

Answer Please see the attached revised bid form, which replaces all other bid forms.

For the Stockbridge WWTF (page 8 of 8) you tell us this includes areas from the Gates and all existing roadway & parking lots. Could you please provide a drawing or highlighted map that shows all of the areas that you intend to Mill and resurface. Ideally, providing SY of Paving areas and Linear Foot of Curb for these areas would be best.

Answer Quantities for all required improvements are included in the totals shown on the Bid Form. Edge milling will be performed along existing curb lines only.

When would the City expect to issue a "Notice to Proceed" for this project? We are trying to determine if you will make the Contractor perform the work during the colder/wetter months (Jan-April 2022).

Answer A Notice to Proceed cannot be issued until the bid is awarded.

Could you please provide a construction detail for the Water Valve and Manhole Adjustments?

Answer Adjustment of valves and manholes is to be accomplished utilizing steel extension rings only.

The Work Sequence described in Section 01100-1.2B (page 01100-1) seems to be missing some of the work scope. Could you please provide the rest of the work sequence to make sure we understand the intent?

Answer Items listed are complete.

Will there be any Work Restrictions and or Lane Closure Restrictions for this project? Or can the Contractor work and close travel lanes whenever they want?

Answer Standard work hours are 7:00 AM to 6:00 PM Monday thru Friday. Contractor is allowed to close lanes as needed but maintain access to properties.

Can you please clarify who will be responsible for all Quality Control Testing on this project, the City? or the Contractor? If this is the Contractor's responsibility to include in their bid, which bid item should it be included in?

Answer Contractor is responsible for any geotechnical testing required. These are residential roadways and testing is only performed if issues arise related to mix abnormality and compactive effort observed in the field.

Will the City allow the Contractor to use Portable Advanced Warning Signs for this project? Or will you require all Advanced Warning Signs to be Post Mounted?

Answer The use of portable traffic warning signs is acceptable.



On Page 01100-1 paragraph 1.2.B.6 says that “No striping shall be performed for a minimum of 14 days after the placement of the new asphalt surface.”

Does this mean literally what it says and that you want the roads to be left unstriped for 14 days?

Answer            Striping per GDOT

Will you expect the Contractor to install Temporary Pavement Markings for traffic control for the 14 days prior to the final thermoplastic pavement markings being placed?

Answer            Striping per GDOT

If Temporary Striping is required, how do you intend to pay for it?

Answer            Cost is associated with striping costs.

How long will the City allow between the Edge Milling and Final Surface Placement? Typically, 15 Days is allowed.

Answer            Five (5) working days.

Typically, GDOT provides Special Provisions Section 150 specific for each project and its conditions. Will you please provide a project specific Special Provision Section 150-Traffic Control for this project?

Answer            Traffic control per MUTCD standard for this type of activity

Would the City please consider postponing the bid due date until after the Holiday's? Ideally, 1-2 Weeks would be best.

Answer            See above section I. CLARIFICATIONS / CORRECTIONS

Question 3.    Is there anyway we could extend the bid date of this project to sometime in January

Answer            See above section I. CLARIFICATIONS / CORRECTIONS

Question 4. I have logged into the Pre-Bid Meeting but there seems to be nothing happening. Please advise what we need to do to participate.

Answer 4. To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) and click Join Meeting for the scheduled Pre-Bid.

Question 5. See question and answer below:

The Road Breakdown mentions fog lines on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions decal lanes on certain roads but there is no pay item for 5" White. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

The Road Breakdown mentions parking spaces on certain roads but there is no pay item for this other than a handicap symbol and blue hatching. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Davidson Parkway South appears to have 5" Skip white, but there is no pay items for it to be replaced. How will this be paid?

Answer Please see the attached revised bid form, which replaces all other bid forms.



Where Community Connects

**City of Stockbridge Purchasing Division**

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

Question 6. At the Pre-Bid Meeting on Nov 18, you mentioned that an Addendum would be issued rescheduling the Pre-Bid meeting and to address the questions submitted prior to the 18th.

To date we have not seen where the City has posted any Addendums for this project on its website.

It would be very helpful if you could post an Addendum prior to the question deadline (Dec 3) so that we can ask follow-up questions to your Addendum Responses.

Can you please provide an update on the status of the Addendum that you mentioned at the Nov 18 Pre-Bid Meeting?

Answer 6. A second Non – Mandatory Prebid will is scheduled for **December 16th, 2021, at 10:00 am.**

**A N o n - Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on Thursday, December 16, 2021, at 10:00 AM EST via Cisco WebEx. Bidders attendance and participation in the conference is recommended.**

Question 7. Can I get a copy of any addenda that have been released to date?

Answer All addenda are posted The City's website is located at <https://www.cityofstockbridge.com/default.aspx> and Georgia website  
Procurement Registry  
[https://ssl.doas.state.ga.us/PRsapp/PR\\_index.jsp](https://ssl.doas.state.ga.us/PRsapp/PR_index.jsp)

Question 8. See question and answer below

Who will be responsible for shoulder work/backfill of edge of pavement and grassing on Stapleton Dr. as shown on the detail? If so, can items be added with quantities on the bid schedule for this?

Answer Please see the attached revised bid form, which replaces all other bid forms.

Will there be any ditch work required for the storm culvert and in what locations?

Answer Only grading to fit the required headwalls

Will the storm culvert be a cross drain, or a sideline drain and please provide a location?

Answer                      No

Will there be any sideline ditch work required for Stapleton Dr.?

Answer                      No

Will there be any clearing work required for Stapleton Dr.?

Answer                      No

Does the Knoxbox by the gate need to be relocated?

Answer                      City to be responsible for this item

Will the city provide rings for the manhole and valve adjustments, or will the contractor need to supply?

Answer                      Contractor to furnish and install

Will the city consider changing from 75 days to 120 days substantial completion and add for possibility of weather days as extension of days if necessary being this will be 1<sup>st</sup> or 2<sup>nd</sup> quarter 2022?

Answer                      See above section I. CLARIFICATIONS / CORRECTIONS

When does the city intend on issuing the NTP on this work to begin?

Answer                      Once the contract has been awarded and the contract is executed.

Will the city consider pushing the bid date back into the first or second week of January?

Answer                      See above section I. CLARIFICATIONS / CORRECTIONS

Question 9. See question and answer below

Can the City please move the bid date to the following week? Most contractors are not working during the week between Christmas and New Year's.

Answer See above section I. CLARIFICATIONS / CORRECTIONS

Can the City please change the Completion Date of this project to at least 120 days given the size of the project?

Answer No. The project time specified is consistent with similar projects the City has awarded previously.

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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) . 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

1/6/2022



**SECTION III**

**BID FORM**

**REVISED: ADDENDUM NO. 1**



**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**JANUARY 6, 2022 - 3:00 PM EST**

## SECTION III

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### 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:

Addendum No.

Addendum Date

## ADDENDUM NO. 1

**DECEMBER 9, 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) :

#### LINE ITEM BID FORM

| <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                                                                                                     | \$ _____          | \$ _____           |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$ _____          | \$ _____           |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                         | \$ _____          | \$ _____           |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                     | \$ _____          | \$ _____           |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$ _____          | \$ _____           |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                               | \$ _____          | \$ _____           |

### SECTION III

|     |       |      |                                                                                                                                                                                                                       |          |          |
|-----|-------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 7.  | 1     | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ _____ | \$ _____ |
| 8.  | 240   | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ _____ | \$ _____ |
| 9.  | 80    | TON  | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                               | \$ _____ | \$ _____ |
| 10. | 350   | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ _____ | \$ _____ |
| 11. | 4500  | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ _____ | \$ _____ |
| 12. | 7300  | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ _____ | \$ _____ |
| 13. | 300   | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ _____ | \$ _____ |
| 14. | 1100  | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.                                                                                                                                                                                | \$ _____ | \$ _____ |
| 15. | 87    | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ _____ | \$ _____ |
| 16. | 6     | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ _____ | \$ _____ |
| 17. | 60    | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE                                                                                                                                                                  | \$ _____ | \$ _____ |
| 18. | 600   | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ _____ | \$ _____ |
| 19. | 20000 | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ _____ | \$ _____ |

### SECTION III

|     |        |      |                                                                                                                                                                                                                                                      |          |          |
|-----|--------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 20. | 7000   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                                                  | \$ _____ | \$ _____ |
| 21. | 3500   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                   | \$ _____ | \$ _____ |
| 22. | 10     | EA,  | GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                      | \$ _____ | \$ _____ |
| 23. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW                                                                                                                                                                                                     | \$ _____ | \$ _____ |
| 24. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                      | \$ _____ | \$ _____ |
| 25. | 1      | EA,  | GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE                                                                                                                                                                                                       | \$ _____ | \$ _____ |
| 26. | 400    | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                    | \$ _____ | \$ _____ |
| 27. | 1      | EA.  | GDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                         | \$ _____ | \$ _____ |
| 28. | 15,000 | L.F. | GDOT THERMOPLASTIC SOLID LANE EDGE STRIPING, 5" WIDE WHITE                                                                                                                                                                                           | \$ _____ | \$ _____ |
| 29. | 5,000  | L.F. | GDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING, 5" WIDE WHITE                                                                                                                                                                                         | \$ _____ | \$ _____ |
| 30. | 1,500  | L.F. | COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING                                                                                                                                               | \$ _____ | \$ _____ |
| 31. | 2      | 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 "UNIMAT TRAFFIC" | \$ _____ | \$ _____ |

### SECTION III

|     |  |      |                                                            |                    |                     |
|-----|--|------|------------------------------------------------------------|--------------------|---------------------|
|     |  |      | REFERENCE NO. 8001, OR<br>APPROVED EQUIVALENT.             |                    |                     |
| 32. |  | L.S. | PROJECT CONTINGENCY<br>ALLOWANCE (FOR USE BY CITY<br>ONLY) | <u>\$50,000.00</u> | \$ <u>50,000.00</u> |

**Total Base Bid in Words:**

\_\_\_\_\_ Dollars

**In Numbers: \$** \_\_\_\_\_

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.

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);

### SECTION III

- 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.

#### 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): \_\_\_\_\_

### SECTION III

#### A Corporation

Corporation Name: \_\_\_\_\_  
(SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in \_\_\_\_\_ is  
\_\_\_\_/\_\_\_\_/\_\_\_\_.

#### 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)

### SECTION III

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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

\_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

GDOT Prequalification Certificate No. \_\_\_\_\_.





**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**



\*ENGINEERING \* LAND PLANNING \* SURVEYING \*  
\*CONSTRUCTION MANAGEMENT \* LANDSCAPE ARCHITECTURE\*  
WWW.FDC-LLC.COM

**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

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### **SPECIFICATIONS AND CONTRACT DOCUMENTS**

# **2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

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**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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and the Georgia Municipal Association

## SECTION I

<https://www.glga.org/SubmitListing>. Bid is administered by the City of Stockbridge, Procurement Division. The City of Stockbridge's Procurement Department will oversee all bidding for this project.

- B. *Plan Holders List* - The project Contract Documents are available completely online as listed above and therefore a Plan Holders List will not be maintained for this project. The City of Stockbridge's Procurement Department will oversee all bidding for this project.
- C. *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 – 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](https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) 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 oversee all bidding for this project.
  - B. All potential Bidders are solely responsible for assuring they have all required bid documents including any Addendums that are issued prior to bidding.
  - C. All bid documents will be posted online at the sites shown in Article 2 – A.
- 2.02 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.
- 2.03 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 3 – QUALIFICATIONS OF BIDDERS AND PROJECT REQUIREMENTS

- 3.01 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 Georgia Department of Transportation Prequalification Certificate for roadway construction.

## SECTION I

### ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

#### 4.01 *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.

#### 4.02 *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.

#### 4.03 *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.

4.04 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

## SECTION I

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.

4.05 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;
- 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.

## SECTION I

4.06 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 5 – NON-MANDATORY PRE-BID CONFERENCE

- 5.01 A Non-Mandatory Prebid Conference will be held online at **10:00 AM EST on Thursday, November 18, 2021** via Cisco WebEx. Bidders attendance and participation in the conference is recommended.
- 5.02 Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting Public Bid Openings and Mandatory Prebid meetings 100% online!
- 5.03 To view the Pre-Bid Conference, please visit the City of Stockbridge Procurement Website at: **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** and click **Join Meeting**.

### ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 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 7 – INTERPRETATIONS AND ADDENDA

- 7.01 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 City of Stockbridge; Attention: Lindell Y. Miller, CPPO via email at **[ProcurementDivision@cityofstockbridge-ga.gov](mailto:ProcurementDivision@cityofstockbridge-ga.gov)**, **Reference: “LMIG 2022 PROGRAM – ITB#2021-0015”**. 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 EST on Friday, December 3, 2021 - Reference: “LMIG 2022 PROGRAM – ITB#2021-0015”** may



## **SECTION I**

not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 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 8 – BID SECURITY**

- 8.01 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.
- 8.02 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.
- 8.03 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 9 – CONTRACT TIMES**

- 9.01 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 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in Section VIII – Form of Agreement.

### **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

## **SECTION I**

- 11.01 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 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 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 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.
- 12.02 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.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 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.

## SECTION I

- 13.03 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 be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 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.
- 13.05 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.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 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.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 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 14 – BASIS OF BID; COMPARISON OF BIDS

### 14.01 *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.

## SECTION I

### 14.02 Allowances

- 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 15 – SUBMITTAL OF BID

15.01 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. Georgia Contractor's License No.;
- G. Certificate of Insurance (City of Stockbridge listed as Certificate Holder);
- H. Contractor Affidavit and Agreement;
- I. Subcontractor Affidavit and Agreement (if known);

15.02 A Bid shall be delivered 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.

15.03 Bids may be mailed to the City of Stockbridge Procurement Division, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain a tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date **(Thursday, December 30, 2021 at 3:00 PM EST)**.

15.04 **Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City between the hours of 8:00 AM EST to 3:00 PM EST on the following dates:**

- A. **Monday, December 27, 2021 thru Thursday, December 30, 2021**

## SECTION I

- 15.05 The sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation **“BID ENCLOSED – “LMIG 2022 PROGRAM – ITB#2021-0015”**. All mailed Bids shall be addressed to the **City of Stockbridge; Attention: Purchasing Division, Lindell Y. Miller; 4640 North Henry Boulevard, Stockbridge, GA 30281**.
- 15.06 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 **“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 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 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.
- 16.02 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 17 – OPENING OF BIDS

- 17.01 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, December 30, 2021 at 3:00 EST** 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: **[www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision)** and click Join Meeting.

### ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 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 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 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.

## **SECTION I**

- 19.02 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.
- 19.03 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.
- 19.04 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 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.
- 19.05 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.
- 19.06 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 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 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 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required six (6) complete legal 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) complete legal 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 2022 LMIG PROGRAM

ITB NO: 2021-0015

BID ISSUED TO THE PUBLIC: OCTOBER 28 2021

Scaled unit price bids will be received by the City of Stockbridge, Georgia from prospective contractors for the City of Stockbridge, Georgia's "2022 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 5.5 miles of local roadways in accordance with the Contract Documents for the City of Stockbridge's ITB# 2021-0015 "2022 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](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 oversee all bidding for this project.

Due to current health concerns, the City of Stockbridge Procurement Division, will be conducting **Public Bid Openings and Non-Mandatory Prebid meetings** 100% online!

## SECTION II

A Non-Mandatory Prebid Conference will be held online at [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on **Thursday, November 18, 2021 at 10:00 AM EST** via Cisco WebEx. Bidders attendance and participation in the conference is recommended.

For your convenience, this Public Bid Opening meeting will be live streamed on [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) on **Thursday, December 30, 2021 at 3:00 PM EST** 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: [www.cityofstockbridge.com/procurementdivision](http://www.cityofstockbridge.com/procurementdivision) 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](mailto:ProcurementDivision@cityofstockbridge-ga.gov) by **Friday, December 3, 2021 at 12:00 PM Noon EST**, Reference: "2022 LMIG PROGRAM - ITB NO: 2021-0015".

Bids may be mailed to the City of Stockbridge Procurement Division, 4640 N. Henry Blvd., Stockbridge, GA 30281. Proposers should obtain a tracking receipt and provide proof of the receipt via email within three (3) days after Bid Opening date (**Thursday, December 30, 2021 at 3:00 PM EST**).

Due to Covid-19, Stockbridge City Hall is closed to all Visitors. Bids may be physically hand delivered to the City between the hours of **8:00 AM EST to 3:00 PM EST** on the following dates:

- **Monday, December 27, 2021 thru Thursday, December 30, 2021**

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



## SECTION II

Documents, which govern and supersede this Invitation to Bid.

**SECTION III**

**BID FORM**

**REVISED: ADDENDUM NO. 1**



**CITY OF STOCKBRIDGE**

**CITY OF STOCKBRIDGE  
PROCUREMENT DIVISION**

**2022 LMIG PROGRAM**

**ITB NO: 2021-0015**

**JANUARY 6, 2022 - 3:00 PM EST**

## SECTION III

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## 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:

Addendum No.

Addendum Date

ADDENDUM NO. 1

DECEMBER 9, 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) :

#### LINE ITEM BID FORM

| <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>214,500.00</u> | \$ <u>214,500.00</u> |
| 2.               | 58,000                    | L.F.         | 6' WIDE EDGE MILLING, 1 ½"-2 ½" DEPTH @ EDGE OF PAVEMENT, FEATHERED TO 0" (INCLUDES REMOVAL OF ANY PAVEMENT INSIDE THE GUTTER AT DRIVEWAYS) | \$ <u>3.36</u>       | \$ <u>194,880.00</u> |
| 3.               | 1800                      | L.F.         | SAWCUT EDGE OF PAVEMENT AND DISPOSE                                                                                                         | \$ <u>6.70</u>       | \$ <u>12,060.00</u>  |
| 4.               | 25                        | L.F.         | 15" RCP CLASS "III" STORM CULVERT COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                     | \$ <u>68.00</u>      | \$ <u>1,700.00</u>   |
| 5.               | 2                         | EA.          | 15" PRECAST CONCRETE HEADWALL COMPLETE INSTALLED WITH BEDDING, EXCAVATION, DISPOSAL, BACKFILL, ETC.                                         | \$ <u>2,300.00</u>   | \$ <u>4,600.00</u>   |
| 6.               | 235                       | TON          | GDOT GAB BASE 8" THICK COMPACTED TO 100% DRY DENSITY BY STANDARD PROCTOR INCLUDING EXCAVATION                                               | \$ <u>155.90</u>     | \$ <u>36,636.50</u>  |

### SECTION III

|     |       |      |                                                                                                                                                                                                                       |             |               |
|-----|-------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|
| 7.  | 1     | L.S. | REMOVE EXISTING GATES AND GATE POSTS ON STAPLETON DRIVE AND REPLACE WITH APPROVED 20' WIDE DOUBLE SWING GATES WITH ALL POSTS, HARDWARE AND APPURTENANCES; MIN. DIA GATE FRAME IS 2" AND CHAIN-LINK FABRIC TO BE 9 GA. | \$ 5,700.00 | \$ 5,700.00   |
| 8.  | 240   | GAL  | GDOT BITUMINOUS PRIME COAT @ 0.25 GAL/S.Y.                                                                                                                                                                            | \$ 7.70     | \$ 1,848.00   |
| 9.  | 80    | TON  | 4" RECYCLED ASPHALTIC CONC. PATCH -25.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                               | \$ 174.20   | \$ 13,936.00  |
| 10. | 350   | TON  | 3"-4" RECYCLED ASPHALTIC CONC. PATCH -19.0 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                            | \$ 273.80   | \$ 95,830.00  |
| 11. | 4500  | TON  | 1" RECYCLED ASPHALTIC CONC. PERMA-FLEX OR EQUIVALENT                                                                                                                                                                  | \$ 140.40   | \$ 631,800.00 |
| 12. | 7300  | TON  | 1.5" RECYCLED ASPHALTIC CONC. - 12.5 MM SUPERPAVE INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                  | \$ 109.60   | \$ 800,080.00 |
| 13. | 300   | TON  | RECYCLED ASPHALTIC CONC. LEVELING INCL. BITUMINOUS MATERIAL & H LIME                                                                                                                                                  | \$ 139.65   | \$ 41,895.00  |
| 14. | 1100  | GAL  | BITUMINOUS TACK COAT @ 0.06 GAL/SQ.YD.                                                                                                                                                                                | \$ 3.70     | \$ 4,070.00   |
| 15. | 87    | EA.  | ADJUST MANHOLE FRAME AND COVER TO FINISHED GRADE                                                                                                                                                                      | \$ 265.00   | \$ 23,055.00  |
| 16. | 6     | EA.  | ADJUST WATER VALVE BOX AND COVER TO FINISHED GRADE                                                                                                                                                                    | \$ 180.00   | \$ 1,080.00   |
| 17. | 60    | L.F. | GDOT THERMOPLASTIC CROSSWALK STRIPING 7' WIDE; WHITE                                                                                                                                                                  | \$ 33.00    | \$ 1,980.00   |
| 18. | 600   | L.F. | GDOT THERMOPLASTIC STOP BAR, 24" WIDE; WHITE                                                                                                                                                                          | \$ 13.00    | \$ 7,800.00   |
| 19. | 20000 | L.F. | GDOT THERMOPLASTIC SOLID CENTERLINE 5" WIDE; YELLOW                                                                                                                                                                   | \$ .85      | \$ 17,000.00  |

### SECTION III

|     |        |      |                                                                                                                                                                                                                                                      |            |              |
|-----|--------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------|
| 20. | 7000   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; YELLOW                                                                                                                                                                                                  | \$ 3.80    | \$ 26,600.00 |
| 21. | 3500   | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; WHITE                                                                                                                                                                                                   | \$ 3.80    | \$ 13,300.00 |
| 22. | 10     | EA,  | GDOT THERMOPLASTIC SOLID WHITE RIGHT TURN ARROW                                                                                                                                                                                                      | \$ 110.00  | \$ 1,100.00  |
| 23. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "LEFT" TURN ARROW                                                                                                                                                                                                     | \$ 110.00  | \$ 1,100.00  |
| 24. | 10     | EA.  | GDOT THERMOPLASTIC SOLID WHITE "STRAIGHT" ARROW                                                                                                                                                                                                      | \$ 110.00  | \$ 1,100.00  |
| 25. | 1      | EA,  | GDOT THERMOPLASTIC "ADA" HANDICAP SYMBOL; BLUE                                                                                                                                                                                                       | \$ 380.00  | \$ 380.00    |
| 26. | 400    | L.F. | GDOT THERMOPLASTIC SOLID HATCH LINE 8" WIDE; BLUE                                                                                                                                                                                                    | \$ 8.25    | \$ 3,300.00  |
| 27. | 1      | EA.  | GDOT HANDICAP PARKING / VAN PARKING SIGN WITH POST INSTALLED                                                                                                                                                                                         | \$ 415.00  | \$ 415.00    |
| 28. | 15,000 | L.F. | GDOT THERMOPLASTIC SOLID LANE EDGE STRIPING, 5" WIDE WHITE                                                                                                                                                                                           | \$ .85     | \$ 12,750.00 |
| 29. | 5,000  | L.F. | GDOT THERMOPLASTIC TRAFFIC LANE SKIP STRIPING, 5" WIDE WHITE                                                                                                                                                                                         | \$ .65     | \$ 3,250.00  |
| 30. | 1,500  | L.F. | COMPACTED BACKFILL AGAINST EDGE OF PAVEMENT 4' WIDE MINIMUM ON SHOULDER AND INSTALL PERMANENT GRASSING                                                                                                                                               | \$ 5.97    | \$ 8,955.00  |
| 31. | 2      | 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 "UNIMAT TRAFFIC" | \$1,150.00 | \$ 2,300.00  |



### SECTION III

|     |  |      |                                                            |                     |                     |
|-----|--|------|------------------------------------------------------------|---------------------|---------------------|
|     |  |      | REFERENCE NO. 8001, OR<br>APPROVED EQUIVALENT.             |                     |                     |
| 32. |  | L.S. | PROJECT CONTINGENCY<br>ALLOWANCE (FOR USE BY CITY<br>ONLY) | \$ <u>50,000.00</u> | \$ <u>50,000.00</u> |

**Total Base Bid in Words:**

Two Million Two Hundred Thirty Five Thousand and Fifty Cents **Dollars**

**In Numbers:** \$ 2,235,000.50

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.

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);

### SECTION III

- 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.

### 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)

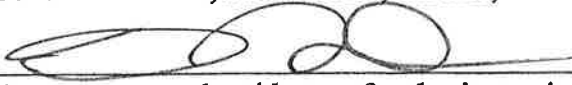
Name (typed or printed): \_\_\_\_\_

### SECTION III

#### A Corporation

Corporation Name: Stewart Bros., Inc.  
(SEAL)

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   
M. Stewart Sloan, Corporate Secretary

Date of Qualification to do business in Georgia is  
11 / 20 / 1947.



#### 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)

**STEWART BROS., INC.**

**ANNUAL DIRECTORS MEETING MINUTES**

**October 7, 2021**

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  
Restrictions A    End NONE  
Iss: 05/05/2016  
Sex M    Eyes BRO  
Hgt 6'-00"    Wgt 200 lb  
DDI 270541422460041052



DONOR

### SECTION III

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

SUBMITTED on January 6, 2022

GDOT Prequalification Certificate No. 2ST570

## BID BOND

City of Stockbridge, Georgia  
2022 LMIG Program

## 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

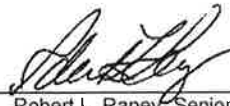
**Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing 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

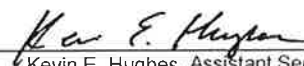
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **6th** day of **January**, 2022



  
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 Paving        | Striping          |
| OMSHIV             | Concrete          |
|                    |                   |



STEWARD BROS., INC.  
2480 Pleasantdale Road  
Doraville, Georgia 30340-1558

Asphalt Paving Contractors  
Phone: 770-447-5810  
Fax: 770-446-1261

*Paving the Way Since 1932*

### **PROPOSED SUPPLIER LIST**

| Subcontractor Name | Scope of Services |
|--------------------|-------------------|
| Metro Materials    | Asphalt           |
|                    |                   |
|                    |                   |
|                    |                   |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2022

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

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

|                                                                                                        |                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Yates Insurance Agency<br>2800 Century Parkway NE<br>Suite 300<br>Atlanta GA 30345- | <b>CONTACT NAME:</b><br><b>PHONE</b><br>(A/C, No, Ext): 404-633-4321<br><b>E-MAIL</b><br>ADDRESS: certs@yatesins.com<br><b>FAX</b><br>(A/C, No): 404-633-1312                                                                                                           |
| <b>INSURED</b><br>Stewart Bros., Inc.<br>2480 Pleasantdale Road<br>Doraville GA 30340                  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Charter Oak Fire Insurance Company<br>INSURER B : Bridgefield Casualty Insurance Company<br>INSURER C : Amerisure Insurance Company<br>INSURER D : Amerisure Mutual Insurance Company<br>INSURER E :<br>INSURER F : |
|                                                                                                        | <b>NAIC #</b><br>25615<br>10335<br>19488<br>23396                                                                                                                                                                                                                       |

**COVERAGES****CERTIFICATE NUMBER: 1251387448****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 INSD WVD | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:       |                    | CPP21170870001     | 4/1/2021                | 4/1/2022                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| D        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                    | CA21170860002      | 4/1/2021                | 4/1/2022                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| D        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                    |                    | CU21170890002      | 4/1/2021                | 4/1/2022                | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$                                                                                                                                                                                    |
| B        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N<br>N N/A                                                                            |                    | 19300755           | 4/1/2021                | 4/1/2022                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                         |
| A        | Leased/Rented Equipment                                                                                                                                                                                                                                                                                               |                    | QT6602J935577COF20 | 4/1/2021                | 4/1/2022                | \$1,000 Ded \$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**

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

City of Stockbridge, Georgia  
4640 North Henry Boulevard  
Stockbridge GA 30281

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

|                                  |           |                                                                                      |
|----------------------------------|-----------|--------------------------------------------------------------------------------------|
| AGENCY<br>Yates Insurance Agency |           | NAMED INSURED<br>Stewart Bros., Inc.<br>2480 Pleasantdale Road<br>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

CG7278 1015 Contractor's Scheduled Additional Insured Endorsement-Form D (GL BL AI Ongoing+C-Ops; P/NC)  
 CG7048 1015 Contractor's Blanket Additional Insured-Form A (GL BL AI Lsd Equip)  
 CG7049 0417 Contractors General Liability Extension Endorsement (GL BL Waiver; Aggr Per Project)  
 CA7115 1109 Commercial Automobile Broad Form Endorsement (Auto BL AI; BL Waiver)  
 CA7165 0911 Designated Insured-Primary Non-Contributory Coverage When Required by Insured Contract or Certificate (Auto BL P/NC)  
 CU7467 1107 Blanket Additional Insured-Primary/Non-Contributory Coverage  
 CU2403 0900 Waiver of Transfer of Rights of Recovery Against Others To Us (Umbr BL Waiver)  
 WC0003 13 Waiver of our Right to Recover From Others Endorsement (WC BL Waiver)  
 CMT560 0110 Blanket Loss Payees (Leased Equipment)  
 IL7066 0714 (Blanket) Notice of Cancellation, Nonrenewal or Material Change-Third Party (GL-Auto-Umbr)

RE: ITB# 2021-1105 2022 LMIG Program project.

Entities: City of Stockbridge, Georgia; officers, directors, members, partners, employees, agents, consultants.

POLICY NUMBER: CPP21170870001

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S SCHEDULED ADDITIONAL INSURED  
ENDORSEMENT – FORM D**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b> | <b>Location And Description Of Covered Operations</b> |
|--------------------------------------------------------------------|-------------------------------------------------------|
| ALL PARTIES REQUIRED BY WRITTEN CONTRACT OR AGREEMENT              | ALL PROJECTS                                          |

1. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured the person (s) or organization(s) shown in the Schedule above.
2. The insurance provided under this endorsement is limited as follows:
  - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:
      - (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
      - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
    - (3) Completed operations coverage , but only if:
      - (a) The written contract or written agreement requires completed operations coverage or "your work" coverage; and

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- (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- c. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- d. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:
  - (1) Acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf other than you;
  - (2) An architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
    - (a) The preparing, approving, or failing to prepare or approve:
      - (i) Maps;
      - (ii) Drawings;
      - (iii) Opinions;
      - (iv) Reports;
      - (v) Surveys;
      - (vi) Change orders;
      - (vii) Design specifications; and
    - (b) Supervisory, inspection, or engineering services.

- e. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract or written agreement requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

|                                              |                                                  |                                                          |
|----------------------------------------------|--------------------------------------------------|----------------------------------------------------------|
| <b>Policy Number</b><br>CPP21170870001       | <b>Agency Number</b><br>0805518                  | <b>Policy Effective Date</b><br>04/01/2021               |
| <b>Policy Expiration Date</b><br>04/01/2022  | <b>Date</b><br>04/06/2021                        | <b>Account Number</b><br>20026879                        |
| <b>Named Insured</b><br>STEWART BROTHERS INC | <b>Agency</b><br>YATES INSURANCE AGENCY,<br>INC. | <b>Issuing Company</b><br>AMERISURE INSURANCE<br>COMPANY |

1.
  - a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
    - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
    - (2) Who is named as an additional insured under this policy on a certificate of insurance.
  - b. The written contract, written agreement, or certificate of insurance must:
    - (1) Require additional insured status for a time period during the term of this policy; and
    - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
  - c. If, however:
    - (1) "Your work" began under a letter of intent or work order; and
    - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
    - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

**b. If the written contract, written agreement, or certificate of insurance:**

- (1) Requires "arising out of" language; or
- (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
  - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
  - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph **2.a.** above is replaced by "arising out of".

**c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:**

- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
- (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
- (3) Both those endorsements with either of those edition dates; or
- (4) Either or both of the following:
  - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
  - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d.** Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e.** Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f.** The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

**1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES**

- A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.
- B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:  
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.

**2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS**

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.
- B.** Exclusion **k. Damage to Your Product** does not apply to:
  - 1.** The use of elevators; or
  - 2.** Liability assumed under a sidetrack agreement.

**3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED**

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.
- B.** Coverage under this provision **3.** does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

**4. PRODUCT RECALL EXPENSE**

- A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:
  - 1.** Failure of any products to accomplish their intended purpose;
  - 2.** Breach of warranties of fitness, quality, durability or performance;
  - 3.** Loss of customer approval or any cost incurred to regain customer approval;
  - 4.** Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
  - 5.** Caprice or whim of the insured;
  - 6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
  - 7.** Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
  - 8.** Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
  - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and

- b. "Product recall expenses".

- 8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

**5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and

- (b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

[This exclusion does not apply to:]

- (6) An aircraft you do not own, provided that:

- (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- (b) The aircraft is rented to you with a trained, paid crew; and

- (c) The aircraft is not being used to carry any person or property for a charge.

**6. BLANKET CONTRACTUAL LIABILITY – RAILROADS**

Under **SECTION V – DEFINITIONS**, paragraph **c.** of "Insured Contract" is deleted and replaced by the following:

- c. Any easement or license agreement;

'Under **SECTION V – DEFINITIONS**, paragraph **f.(1)** of "Insured Contract" is deleted.

**7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**

Under **SECTION I – COVERAGE B.**, paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

**8. SUPPLEMENTARY PAYMENTS**

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

- b. Up to \$5,000 for 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.

- 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 \$1,000 a day because of time off from work.

**9. BROADENED WHO IS AN INSURED**

**SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

- 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.

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- 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 insured for:
    - (1) "Bodily injury" or "personal and advertising 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 paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 10. of this endorsement.
- Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:
- (i) Managers;
  - (ii) Supervisors;
  - (iii) Directors; or
  - (iv) Officers;
- with respect to "bodily injury" to a co-"employee".
- (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;

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- (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 Coverage Form.
- e. Your subsidiaries if:
  - (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph i. does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs f. through i. above will be primary and non-contributory

relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, 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 until the end of the policy period.
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor 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 vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph 4. does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph 4. also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an 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.

## 10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 9., **SECTION II – WHO IS AN INSURED**, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION II – LIMITS OF INSURANCE**, provisions 11. through 14. of this endorsement amend the policy as follows:

## 11. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

## 12. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision 12., your locations are premises you own, rent or use 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. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

## 13. INCREASED MEDICAL PAYMENTS LIMIT

A. **SECTION III – LIMITS OF INSURANCE**, paragraph 7., the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

B. This provision 13. does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

## 14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph 2. **Exclusions**;
2. **SECTION IV**, paragraph 4.b. **Excess Insurance**.

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph 6., is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision 14. does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

E. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

## 15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD'S BUSINESS PERSONAL PROPERTY

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2.

**Exclusions, j. Damage to Property**, the first paragraph following paragraph (6) is deleted and replaced with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision 15. is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions 16. through 18. of this endorsement amend the policy as follows:

#### **16. BROADENED KNOWLEDGE OF OCCURRENCE**

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. 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.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

#### **17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph 6. **Representations** is deleted and replaced with the following:

##### **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;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

## 18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, 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. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## 19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph 2.b. of A. **Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 9. **When We Do Not Renew** is deleted and replaced with the following:

### 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 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 20. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 21. ADDITIONAL DEFINITIONS

1. **SECTION V – DEFINITIONS**, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "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 settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;

- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:
  - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

## **22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, subparagraph **a. Expected Or Intended Injury** is deleted and replaced with the following:

[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.

## **23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

- A. Under **SECTION I – COVERAGE A.**, paragraph **2. Exclusions**, exclusion **k. Damage to Your Product** and exclusion **l. Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

### **k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) "Collapse"; or
- (4) Explosion.

For purposes of exclusion k. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

### **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:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;
  - (c) "Collapse"; or
  - (d) Explosion.

For purposes of exclusion l. above, "collapse" means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

- B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

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Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

## **24. BROADENED BODILY INJURY COVERAGE**

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

### **3. "Bodily injury"**

#### **a. Means physical:**

- (1)** Injury;
- (2)** Disability;
- (3)** Sickness; or
- (4)** Disease;

sustained by a person, including death resulting from any of these at any time.

#### **b. Includes mental:**

- (5)** Anguish;
- (6)** Injury;
- (7)** Humiliation;
- (8)** Fright; or
- (9)** Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

#### **c. All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.**

## **25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE**

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B.** for "your work" performed within the "products-completed operation hazard"; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose for the project location. These limits are inclusive of and not in addition to the replaced limits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

#### 1. EXTENDED CANCELLATION CONDITION

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the 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.

#### 2. BROAD FORM INSURED

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1) Coverage under this provision is afforded only until the end of the policy period;
  - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
  - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

  - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";



- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the 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.
- (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.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

**SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS**, paragraph **5. Fellow Employee** is deleted and replaced by the following:

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

**A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

**B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

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 that individual "employee's" name, with your 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", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## 6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and
- (b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

## 7. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

### 4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

## **8. AIRBAG COVERAGE**

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, Paragraph **3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

## **9. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## **10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

## **11. KNOWLEDGE OF ACCIDENT**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

## **12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

— The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and

— Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

POLICY NUMBER: CA 21170860002

COMMERCIAL AUTO  
CA 71 65 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE

This endorsement modifies insurance provided under the

### BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

|                                        |                                                                                                                    |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Endorsement Effective: 04/01/2021      | Countersigned By:                                                                                                  |
| Named Insured:<br>STEWART BROTHERS INC | <br>(Authorized Representative) |

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

Any person or organization with whom you have an "insured contract" which requires:

- i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
- ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

- d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

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POLICY NUMBER: CU 21170890002

COMMERCIAL LIABILITY UMBRELLA  
CU 74 67 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED –  
PRIMARY/NON-CONTRIBUTORY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM**

Under **SECTION II – WHO IS AN INSURED**, the following is added to paragraph **3**:

If coverage provided to any additional insured is required by a written contract or agreement, we will provide coverage to the additional insured on a primary basis without contribution from any other valid and collectible insurance available to the additional insured.

The most we will pay under this insurance on a primary basis without contribution from any other valid and collectible insurance is the amount of insurance required by the written contract or agreement **or** the Each Occurrence Limit shown in the Commercial Liability Umbrella Declarations, **whichever is less**.

Under **SECTION IV – CONDITIONS**, paragraph **5. Other Insurance** does not apply to coverage provided by this endorsement.

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CU 74 67 11 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION REQUIRED BY WRITTEN CONTRACT OR CERTIFICATE OF INSURANCE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule 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.

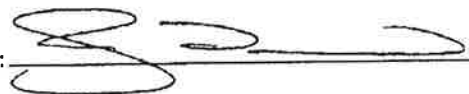
Date Prepared: February 12, 2021

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: April 1, 2021

Policy Number: 193-00755

Countersigned by:

A handwritten signature in dark ink, appearing to be a stylized 'S' or 'B' followed by a horizontal line.

Insured: Stewart Bros., Inc.

WC 00 03 13 (Ed. 4-84)



**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:

- a. Adjust the loss or damage with you; and

- 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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

**This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only.** Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement;  
or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

### **SCHEDULE**

#### **Name Of Person Or Organization**

#### **Mailing Address**

Any person or organization holding a certificate of insurance issued for you, provided the certificate:

The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage;will be provided to that person or organization;
3. Is in effect at the time of the:
  - a. Cancellation;
  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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4. Is on file at your agent or broker's office for this policy

POLICY NUMBER: CU 21170890002

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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### **SCHEDULE**

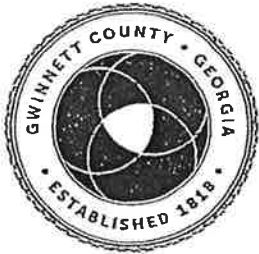
#### **Name Of Person Or Organization**

#### **Mailing Address**

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  - b. Nonrenewal; or
  - c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy



## 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  
Expires: March 31, 2022

Certificate Number: 2021005211  
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

## Traditional Specialty Contractors

Under O.C.G.A. § 43-41-17, specialty contractors who offer or contract to perform or undertake or perform for an owner limited, specialty, or specific trade contractor work do not have to hold a license as a residential or general contractor if they are performing work within their specialty. However, nothing in Chapter 41 shall permit a specialty contractor to perform work that falls within the licensing requirements of Chapter 14 of Title 43 where such specialty contractor is not duly licensed under such chapter to perform such work.

The State Licensing Board for Residential and General Contractors has been directed by January 1, 2008, to identify specialty categories and scopes of work, allowing those specialties to contract directly with an owner without being a licensed residential or general contractor.

- Anyone who is included on this list who is working for a licensed residential or general contractor under a valid permit is exempted from having to hold a residential and general contractor license of his or her own. However, such individual must ensure that he or she complies with any legal requirements (such as those found in Chapter 14 of Title 43) for his or her specialty trade.
- Traditional specialty contractors will not be required to carry a residential and general contractor license but will be required to comply with all applicable national, state, and local codes and ordinances.

*The following list is under development and subject to change. If upon review, you believe an additional category of work falls within your scope of work please submit comments or considerations in writing to:*

State Licensing Board for Residential and General Contractors

237 Coliseum Dr.

Macon, Georgia 31217-3858

O.C.G.A §§ 43-41-1 through 43-41-17 can be viewed in its entirety at

<http://www.sos.state.ga.us/plb/contractors>

Acoustic Treatments

Acoustical Ceilings

Aluminum Framed and Glass Storefronts

Athletic Equipment

Asphalt Paving

Automatic Doors

Awnings

Cabinets and Countertops

Carpet, VCT & Base

Casework

Caulks & Sealants

Ceramics & Hard Tiles

Chutes

Cold Formed Metal Framing

## Traditional Specialty Contractors

Concrete Cast in Place

Concrete Formwork

Concrete Precast

Concrete Tilt Up

Cornice Work

Dampproofing and Waterproofing

Dams

Decorative Metals

Demolition

Doors, Frames & Hardware

Drywall

EIFS and Stucco

Elevators

Engineered Retaining Walls which includes:

- Mechanically Stabilized Earth Structures

Equipment Lifting and Transportation

Erosion and Sedimentation Controls

Escalators

Fencing

Fireproofing

Flagpoles

Flat Roofing

Finish Carpentry

Fire Equipment

Fireplaces

Foodservice Equipment

Fuel System Installation

Glazing

Grading

Grouting

Gutters and Downspouts

Insulation

## Traditional Specialty Contractors

Laboratory Equipment

Landscape and Irrigation

Library Equipment

Lifts

Light Gauge Metal Studs

Loading Dock Equipment

Lockers and Locker Room Benches

Masonry

Operable Partitions

Overhead Doors

Paint Booth Installation

Painting and Special Coatings

Parking Control Equipment

Piles and Caissons

Postal Specialties

Pre-engineered Special Purpose Rooms & Vaults

Pre-engineered Metal Buildings

Recreational Equipment

Reinforcing Steel

Rough Carpentry

Scaffolding

Seating which includes:

- Pre-fabricated seating
- Pre-fabricated bleachers
- Pre-fabricated press boxes

Sheet Metal Roofing

Shelving and Bins which includes:

- Pre-fabricated mezzanines

Shingles and Shakes

Siding

Signage

Site Furnishings



## Traditional Specialty Contractors

Skylights

Sliding & Coiling Doors

Structural Metal Framing

Structural & Miscellaneous Steel which includes:

- Stairs and railings

Terrazzo

Theater Equipment

Toilet Compartments & Accessories

Visual Display Boards

Wall Finishes

Window Treatments

Windows

Wood Flooring

# SBI JC Status of Contracts on Hand

As of Date: 01/06/2022

| Open Contracts Only |                         |          | Removing Contracts With a Net Uncompleted Amount of 0 |               |            |               |                      |                       |               |               |            |                 |
|---------------------|-------------------------|----------|-------------------------------------------------------|---------------|------------|---------------|----------------------|-----------------------|---------------|---------------|------------|-----------------|
| Contract            | Description             | Customer | Name                                                  | Total         | Adjustment | Obligations   | Adjusted Obligations | Subcontract To Others | Obligations   | Net           | Portion Of | Net Uncompleted |
| 31853-              | SULLIVAN ROAD PARK & R  | 77       | BRTU/PRECISION 2000 JV                                | 1,486,140.39  | 1,749.09   | 1,487,889.48  | 1,487,889.48         | 0.92                  | 1,487,888.56  | 1,486,139.48  |            | 1,749.08        |
| 32003-              | GATEWAY DECATUR PUBLI   | 54       | BENNING CONSTRUCTION CO.                              | 487,858.60    | 119,995.00 | 607,853.60    | 607,853.60           | 0.92                  | 607,852.68    | 606,353.60    |            | 1,499.08        |
| 32004-              | CROOKED CREEK TREATM    | 14       | ALBERICI CONSTRUCTION                                 | 1,561,553.25  | 0.00       | 1,561,553.25  | 1,561,553.25         | 28,430.92             | 1,533,122.33  | 1,380,495.46  |            | 152,626.87      |
| 32005-              | RDC ATLANTA             | 175      | CATAMOUNT CONSTRUCTORS, INC                           | 1,839,756.42  | 134,369.58 | 1,974,126.00  | 1,974,126.00         | 12,515.92             | 1,961,610.08  | 1,960,831.00  |            | 779.08          |
| 32015-              | BUFORD CREEK DISTRICT   | 175      | CATAMOUNT CONSTRUCTORS, INC                           | 796,366.22    | 0.00       | 796,366.22    | 796,366.22           | 0.92                  | 796,365.30    | 782,096.86    |            | 14,268.44       |
| 32101-              | KEB MISCELLANEOUS - 20  | 3        | MISCELLANEOUS CUSTOMERS                               | 5.00          | 0.00       | 5.00          | 5.00                 | 0.92                  | 4.08          | 0.00          |            | 4.08            |
| 32102-              | KEN'S FOODS             | 155      | CYCLONE LAND DEVELOPMENT C                            | 153,376.40    | 0.00       | 153,376.40    | 153,376.40           | 0.00                  | 153,376.40    | 133,920.00    |            | 19,456.40       |
| 32104-              | ANVIL BLOCK RD IMPROVE  | 155      | CYCLONE LAND DEVELOPMENT C                            | 86,807.50     | 0.00       | 86,807.50     | 86,807.50            | 0.00                  | 86,807.50     | 70,639.70     |            | 16,167.80       |
| 32105-              | LOCUST GROVE II         | 252      | EVANS GENERAL CONTRACTORS                             | 1,736,158.76  | 0.00       | 1,736,158.76  | 1,736,158.76         | 0.00                  | 1,736,158.76  | 238,844.36    |            | 1,497,314.40    |
| 32106-              | BLED SOE ROAD           | 487      | KAJIMA BUILDING & DESIGN GROU                         | 291,582.00    | 0.00       | 291,582.00    | 291,582.00           | 0.00                  | 291,582.00    | 223,437.72    |            | 68,144.28       |
| 32111-              | PROJECT FALCON          | 252      | EVANS GENERAL CONTRACTORS                             | 146,471.00    | 0.00       | 146,471.00    | 146,471.00           | 0.00                  | 146,471.00    | 146,470.00    |            | 1.00            |
| 32112-              | GILLEM 1100             | 135      | CONLAN CO. THE                                        | 1,034,247.47  | 0.00       | 1,034,247.47  | 1,034,247.47         | 0.00                  | 1,034,247.47  | 839,525.22    |            | 194,722.25      |
| 32118-              | GILLEM 1200             | 135      | CONLAN CO. THE                                        | 772,419.00    | 0.00       | 772,419.00    | 772,419.00           | 0.00                  | 772,419.00    | 432,860.00    |            | 339,559.00      |
| 42001-              | HCL MISCELLANEOUS - 20  | 3        | MISCELLANEOUS CUSTOMERS                               | 5.00          | 0.00       | 5.00          | 5.00                 | 0.92                  | 4.08          | 0.00          |            | 4.08            |
| 52101-              | ASM MISCELLANEOUS - 20  | 3        | MISCELLANEOUS CUSTOMERS                               | 5.00          | 0.00       | 5.00          | 5.00                 | 0.92                  | 4.08          | 0.00          |            | 4.08            |
| 52102-              | STOCKBRIDGE AMPHITHE    | 352      | H. J. RUSSELL & CO.                                   | 703,054.00    | 7,026.50   | 710,080.50    | 710,080.50           | 76,940.92             | 633,139.58    | 621,079.50    |            | 12,060.08       |
| 52104-              | CITY OF ATLANTA GROUP I | 27       | CITY OF ATLANTA                                       | 2,721,716.60  | 0.00       | 2,721,716.60  | 2,721,716.60         | 1,650,480.71          | 1,071,235.89  | 719,203.27    |            | 352,032.62      |
| 52106-              | UNION CITY RESURFACIN   | 123      | CITY OF UNION CITY                                    | 548,693.83    | 0.00       | 548,693.83    | 548,693.83           | 65,796.92             | 482,896.91    | 465,091.39    |            | 17,805.52       |
| 52108-              | OAKCLIFF AND WINTER C   | 108      | CITY OF DORAVILLE                                     | 763,258.99    | 0.00       | 763,258.99    | 763,258.99           | 141,339.83            | 621,919.16    | 535,119.35    |            | 86,799.81       |
| 52110-              | COVINGTON LMIG 2021     | 789      | CITY OF COVINGTON                                     | 1,963,104.12  | 0.00       | 1,963,104.12  | 1,963,104.12         | 266,192.56            | 1,696,911.56  | 1,163,518.55  |            | 533,393.01      |
| 52112-              | UNION POINTE DRIVE      | 123      | CITY OF UNION CITY                                    | 58,737.14     | 0.00       | 58,737.14     | 58,737.14            | 0.00                  | 58,737.14     | 58,735.14     |            | 2.00            |
| 72024-              | EMORY HSRB              | 406      | JE DUNN CONSTRUCTION CO                               | 226,461.90    | 0.00       | 226,461.90    | 226,461.90           | 53,899.15             | 172,562.75    | 111,006.78    |            | 61,555.97       |
| 72031-              | ATLANTA MISSION SHELTE  | 232      | BALFOUR BEATTY                                        | 77,482.00     | 0.00       | 77,482.00     | 77,482.00            | 0.92                  | 77,481.08     | 51,620.37     |            | 25,860.71       |
| 72034-              | IST HEADQUARTERS        | 267      | FREESSE JOHNSON LLC                                   | 364,068.97    | 0.00       | 364,068.97    | 364,068.97           | 69,778.32             | 294,290.65    | 156,755.60    |            | 137,535.05      |
| 72036-              | SOUTH DEICING FACILITY  | 22       | ARCHER WESTERN                                        | 2,300,656.34  | 0.00       | 2,300,656.34  | 2,300,656.34         | 2,504.72              | 2,298,151.62  | 982,014.84    |            | 1,316,136.78    |
| 72101-              | JLW MISCELLANEOUS - 20  | 3        | MISCELLANEOUS CUSTOMERS                               | 5.00          | 3,943.50   | 3,948.50      | 3,948.50             | 0.92                  | 3,947.58      | 2,248.50      |            | 1,699.08        |
| 72102-              | CPC HQ Core and Shell   | 70       | BRASFIELD & GORRIE                                    | 295,248.00    | 0.00       | 295,248.00    | 295,248.00           | 0.92                  | 295,247.08    | 278,959.21    |            | 16,287.87       |
| 72104-              | SATELLITE CORNERS       | 485      | KEVIN PRICE CONSTRUCTION                              | 106,208.50    | 0.00       | 106,208.50    | 106,208.50           | 0.92                  | 106,207.58    | 33,835.80     |            | 72,371.78       |
| 72105-              | BUFORD MOB              | 406      | JE DUNN CONSTRUCTION CO                               | 709,796.75    | 0.00       | 709,796.75    | 709,796.75           | 136,197.92            | 573,598.83    | 98,587.90     |            | 475,010.93      |
| 72110-              | INTRADA WESTSIDE        | 445      | JM WILKERSON CONSTR.                                  | 357,844.75    | 0.00       | 357,844.75    | 357,844.75           | 10,119.42             | 347,725.33    | 107,033.19    |            | 240,692.14      |
| 72111-              | EAST INTERSTATE LOGIST  | 16       | ALSTON CONSTRUCTION CO., LLC                          | 813,224.00    | 0.00       | 813,224.00    | 813,224.00           | 71,900.42             | 741,323.58    | 2,146.50      |            | 739,176.98      |
| 72114-              | PROLOGIS PARK BUFORD    | 70       | BRASFIELD & GORRIE                                    | 837,003.00    | 0.00       | 837,003.00    | 837,003.00           | 0.00                  | 837,003.00    | 156,623.64    |            | 680,379.36      |
| 72115-              | TERM T NORTH CPTC FC-5  | 744      | SNFS-JV                                               | 371,092.27    | 0.00       | 371,092.27    | 371,092.27           | 15,336.77             | 355,755.50    | 180,450.09    |            | 175,305.41      |
| 72116-              | GWINNETT 85 BLDG 100 &  | 362      | HILLWOOD CONSTRUCTION SERVI                           | 3,452,632.00  | 0.00       | 3,452,632.00  | 3,452,632.00         | 411,051.25            | 3,041,580.75  | 0.00          |            | 3,041,580.75    |
| 72117-              | FIRE STATION 32         | 744      | SNFS-JV                                               | 99,971.00     | 0.00       | 99,971.00     | 99,971.00            | 0.00                  | 99,971.00     | 0.00          |            | 99,971.00       |
| 72119-              | PROJECT CASTLE          | 16       | ALSTON CONSTRUCTION CO., LLC                          | 701,883.00    | 0.00       | 701,883.00    | 701,883.00           | 98,880.92             | 603,002.08    | 2,934.63      |            | 600,067.45      |
| 72121-              | WALNUT FORK             | 639      | PATTILLO CONSTRUCTION CORPO                           | 667,033.75    | 0.00       | 667,033.75    | 667,033.75           | 0.92                  | 667,032.83    | 370,421.19    |            | 296,611.64      |
| 72121-              | PACTIV                  | 1102     | AMERICAN CONTRACTORS GRADII                           | 57,190.50     | 0.00       | 57,190.50     | 57,190.50            | 3,093.75              | 54,096.75     | 44,157.00     |            | 9,939.75        |
| 72123-              | CINELEASE PHASE 2       | 639      | PATTILLO CONSTRUCTION CORPO                           | 12,501.00     | 0.00       | 12,501.00     | 12,501.00            | 0.00                  | 12,501.00     | 12,500.00     |            | 1.00            |
| 72124-              | SNAPFINGER WWTF         | 22       | ARCHER WESTERN                                        | 387,687.83    | 0.00       | 387,687.83    | 387,687.83           | 0.00                  | 387,687.83    | 188,029.80    |            | 199,658.03      |
| 72125-              | SOUTHPOINT FARMS        | 16       | ALSTON CONSTRUCTION CO., LLC                          | 2,188,867.00  | 0.00       | 2,188,867.00  | 2,188,867.00         | 0.92                  | 2,188,866.08  | 5,022.14      |            | 2,183,843.94    |
| 72126-              | FULTON COUNTY EMERGE    | 765      | SITE ENGINEERING, INC.                                | 21,332.00     | 0.00       | 21,332.00     | 21,332.00            | 16,054.00             | 5,278.00      | 1,490.00      |            | 3,788.00        |
| * ** Total ** *     |                         |          |                                                       | 31,199,506.25 | 267,083.67 | 31,466,589.92 | 31,466,589.92        | 3,130,525.46          | 28,336,064.46 | 14,650,197.88 |            | 13,685,866.58   |

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

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*

Asphalt Paving Contractors  
Phone: 770-447-5810  
Fax: 770-446-1261

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**

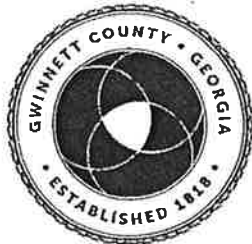
Our management team begins the process by responding to your schedule. Motivated and experienced supervisors see that the job gets done on time and on budget. Our support team of certified traffic flaggers, mechanics, dispatchers, drivers and quality control technicians ensures excellence and safety 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**  
Expires: **March 31, 2022**

Certificate Number: **2021005211**  
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**



Russell R. McMurry, 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,

A handwritten signature in black 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

## 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.  
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

INDIVIDUAL'S NAME/POSITION

YEARS AND MAGNITUDE/CAPACITY

|                                        |                                       |
|----------------------------------------|---------------------------------------|
| 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 |



STEWART BROS., INC.  
2480 Pleasantdale Road  
Doraville, Georgia 30340-1558



Asphalt Paving Contractors  
Phone: 770-447-5810  
Fax: 770-446-1261

*Paving the Way Since 1932*

### CREDIT INFORMATION SUMMARY

#### General Information:

|                          |                                   |
|--------------------------|-----------------------------------|
| Years in Business        | 89 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                              |
| President                | Donald B. Stewart, III            |
| Vice-President           | William M. Stewart                |
| CFO                      | W. Scurry Laws                    |
| Accounts Payable         | Rebecca Brinson<br>(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) 854-6359  
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](mailto:tsd-state-contractors@dor.ga.gov) for processing in accordance with the *Georgia Procurement Manual*.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

*[Signature]* CEO

Date ► 01/06/2022

## 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](http://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.



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

February 14, 2022

### 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: Public Works.

ITEM/PROJECT/EVENT:

Wastewater Treatment Plant Capacity Review (Carter & Sloope, Inc. Task Order 37)

BACKGROUND INFORMATION:

Carter & Sloope, Inc. will provide a capacity evaluation of the Stephen D. Peurifoy Wastewater Treatment Plant (WWTP) and the existing collection system for determination of available hydraulic capacity to accommodate proposed developments in the area.

SIGNATURES:

CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

☐ FINANCIAL IMPACT ☐ N/A

AMOUNT \$66,100.00

ATTACHMENTS:



**The Work:**

Engineer shall provide the following Work on the Project as defined herein and as follows:

**WWTP and Collection System Capacity Evaluation**

Carter & Sloope, Inc. will provide a capacity evaluation of the Stephen D. Peurifoy Wastewater Treatment Plant (WWTP) and the existing collection system for determination of available hydraulic capacity to accommodate proposed developments in the area.

Using Discharge Monitoring Reports provided by the Owner and the permitted discharge limits for the WWTP, Carter & Sloope, Inc. will assess the available hydraulic capacity of the WWTP. An estimation of the available capacity for the Owner's existing collection system will be determined using information previously provided by the Owner, including, customer billing data, liftstation flow rates, and GIS data for manholes and pipe segments. Evaluation of the collection system will be limited to the Brush Creek trunk line from the WWTP headworks to Shields Road (the proposed discharge location for the Vista Realty Partners development on Flippen Road).

Carter & Sloope, Inc. will document the results of the evaluation in a Technical Memorandum and submit hard copies and electronic versions to the Owner for review.

**Antidegradation Study**

Carter & Sloope, Inc. will review the necessary data from the Owner and complete an Antidegradation Study as required by the Georgia Environmental Protection Division (EPD) as part of the process of obtaining an NPDES Permit for a stream discharge at the existing WWTP.

Upon completion of the Antidegradation Study, hard copies and electronic versions of the report will be submitted to the Owner and to the Georgia Environmental Protection Division (EPD) for review and approval. Carter & Sloope, Inc. will assist the Owner with addressing any comments provided by the EPD and incorporating the comments into the final report. Specifically, Carter & Sloope, Inc. will:

- Compile all required data, generate all figures and maps as needed for the study.
- Provide a narrative to address all necessary socioeconomic impacts.
- Reasonable Alternatives Assessment as mandated by EPD, to include implementation of water conservation measures, infiltration/inflow reduction measures, reuse of reclaimed water, land application systems, and discharge to other treatment systems.
- Prepare all necessary Preliminary Opinion of Probable Costs for required Economic Feasibility Analysis.
- Perform a present worth analysis for no-discharge and stream discharge alternatives.

## **Design Development Report & Environmental Information Document**

Per EPD requirements, a Design Development Report (DDR) and Environmental Information Document (EID) must be prepared and submitted to EPD after a final Wasteload Allocation has been issued. The purpose of the DDR and EID are to outline any improvements at the WWTP that are necessary to meet the final Wasteload Allocation limits issued by EPD after their final review of Items 1 and 2 above.

The DDR and EID prepared by Carter & Sloope, Inc. will address how the Stephen D. Peurifoy WWTP will meet the effluent limits listed in EPD's final Wasteload Allocation, as well as discuss existing conditions at the WWTP, summarize current concentrations of pollutants in the influent and effluent wastewater at the WWTP, current general treatment process flow schematics prepared by Carter & Sloope, Inc. , and discuss any proposed improvements to the WWTP that are necessary to meet the effluent limits in the final Wasteload Allocation. The DDR and EID will focus solely on the removal of pollutants needed to adhere to the effluent limitations specified in the final Wasteload Allocation issued by EPD.

The Engineer's Basic Services do not include conducting or overseeing any pilot studies or laboratory analysis of samples. The Owner is obligated to furnish the results of any pilot tests being conducted in relation to the WWTP improvements. The Owner will also need to provide lab data on the treatment plant and any testing required for the DDR. Carter & Sloope, Inc. will submit hard copies and electronic versions of the report and required supporting documentation to the Owner and to EPD for review and approval. Carter & Sloope, Inc. will assist the Owner in addressing comments and directives from EPD. Carter & Sloope, Inc. will revise the DDR, if necessary, to address all comments made by EPD.

**Task Release**

---

THIS \_\_\_ day of \_\_\_\_\_, 2022 the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, dated January 31, 2017, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

**I. The Project:**

This Task Release is for a Project described as:

*Wastewater Treatment Plant Capacity Review*

*C&S Project #: S9100.053*

**II. The Work:**

Engineer shall provide the following Work on the Project as defined herein and as follows:

**1. WWTP and Collection System Capacity Evaluation**

Carter & Sloope, Inc. will provide capacity evaluation for the Stephen D. Peurifoy Wastewater Treatment Plant (WWTP) and the Owner's existing collection system for determination of available hydraulic capacity to accommodate proposed developments in the area.

Using Discharge Monitoring Reports provided by the Owner and the permitted discharge limits for the WWTP, C&S will assess the available hydraulic capacity of the WWTP. An estimation of the available capacity for the Owner's existing collection system will be determined using information previously provided by the Owner, including, customer billing data, pump station flow rates, and GIS data for manholes and pipe segments. Evaluation of the collection system will be limited to the Brush Creek trunk line from the WWTP headworks to Shields Road (the proposed discharge location for the Vista Realty Partners development on Flippen Road).

C&S will document the results of the evaluation in a Technical Memorandum and submit hard copies and electronic versions to the Owner for review.

**2. Antidegradation Study**

Carter & Sloope, Inc. will review the necessary data from the Owner and complete an Antidegradation Study as required by the Georgia Environmental Protection Division (EPD) as part of the process of obtaining an NPDES Permit for a stream discharge at the existing WWTP.

Upon completion of the Antidegradation Study, hard copies and electronic versions of the report will be submitted to the Owner and to the Georgia Environmental Protection Division (EPD) for review and approval. C&S will assist the Owner with addressing any comments provided by the EPD and incorporating the comments into the final report. Specifically, C&S will:

- Compile all required data, generate all figures and maps as needed for the study.
- Provide a narrative to address all necessary socioeconomic impacts.
- Reasonable Alternatives Assessment as mandated by EPD, to include implementation of water conservation measures, infiltration/inflow reduction measures, reuse of reclaimed water, land application systems, and discharge to other treatment systems.
- Prepare all necessary Preliminary Opinion of Probable Costs for required Economic Feasibility Analysis.
- Perform a present worth analysis for no-discharge and stream discharge alternatives.

### **3. Design Development Report & Environmental Information Document**

Per EPD requirements, a Design Development Report (DDR) and Environmental Information Document (EID) must be prepared and submitted to EPD after a final Wasteload Allocation has been issued. The purpose of the DDR and EID are to outline any improvements at the WWTP that are necessary to meet the final Wasteload Allocation limits issued by EPD after their final review of Items 1 and 2 above.

The DDR and EID prepared by C&S will address how the Stephen D. Peurifoy WWTP will meet the effluent limits listed in EPD's final Wasteload Allocation, as well as discuss existing conditions at the WWTP, summarize current concentrations of pollutants in the influent and effluent wastewater at the WWTP, current general treatment process flow schematics prepared by C&S, and discuss any proposed improvements to the WWTP that are necessary to meet the effluent limits in the final Wasteload Allocation. The DDR and EID will focus solely on the removal of pollutants needed to adhere to the effluent limitations specified in the final Wasteload Allocation issued by EPD.

The Engineer's Basic Services do not include conducting or overseeing any pilot studies or laboratory analysis of samples. The Owner is obligated to furnish the results of any pilot tests being conducted in relation to the WWTP improvements. The Owner will also need to provide lab data on the treatment plant and any testing required for the DDR. C&S will submit hard copies and electronic versions of the report and required supporting documentation to the Owner and to EPD for review and approval. C&S will assist the Owner in addressing comments and directives from EPD. We will revise the DDR, if necessary, to address all comments made by EPD.

### **4. Public Meetings (Optional Services)**

In accordance with EPD's NPDES Permit flow chart, public meetings may be required at each of the following three stages in the permitting process:

- a. During review of the Antidegradation Study
- b. During review of the EID/DDR, and
- c. Following issuance of the Draft Permit

When required by EPD and requested by the Owner, C&S will prepare documents and presentations for use during the meetings and attend and lead the meeting at the Owner's Facility. C&S will also provide the necessary information from the meeting to EPD as needed to for the permitting process.

## **III. Contract Time**



Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

#### IV. Fee Summary

##### Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum and hourly not-to-exceed amount as scheduled below. No fee amount may be exceeded without prior written approval from the Owner.

| <u>Task No.</u>                               | <u>Description</u>                                                          | <u>Fee Basis</u>                      |
|-----------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------|
| 1                                             | WWTP and Collection System Capacity Evaluation (assumes <u>65</u> manhours) | Hourly not-to-exceed \$ <u>10,000</u> |
| 2                                             | Antidegradation Study                                                       | Lump Sum \$ <u>18,600</u>             |
| 3                                             | Design Development Report & Environmental Information Document              | Lump Sum \$ <u>30,100</u>             |
| 4                                             | Public Meetings (assumes <u>54</u> manhours)                                | Hourly not-to-exceed \$ <u>7,400</u>  |
| <b><i>Total of Items 1 – 4 Inclusive:</i></b> |                                                                             | <b>\$ <u>66,100.00</u></b>            |

*Fee amounts listed above shall not-exceed the amounts listed without prior written authorization.*

1. The Owner agrees to pay the Engineer for the Work described for the amounts up to the not-to-exceed pricing provided herein for the agreed upon scope described herein.
2. **Reimbursable Expenses:** There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fee.
3. **Additional Services:** Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with Exhibit A in the Master Agreement executed between the Owner and the Engineer. Additional Services include, but are not limited to, the following:
  - a. Services resulting from significant changes in the scope, extent, or character of the Project including, but not limited to, changes in size, complexity, Owner's schedule; and revising previously accepted reports or other Project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control;
  - b. Services required as a result of Owner providing incomplete or incorrect Project information to Engineer;
  - c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
  - d. Providing Design Phase services including preparing design Drawings, Bidding Documents or Contract Documents;
  - e. Providing Construction Phase services;

- f. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15;
- g. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services;
- h. Archeological and Historical Preservation consulting;
- i. Delineating wetlands or flood plain determinations;
- j. Providing topographic surveys and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services;
- k. Assistance with funding alternatives including, but not limited to, preparing loan and/or grant funding applications, grant writing, engineering reports to support funding applications, rates studies, etc. unless specifically included in the Basic Services;
- l. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits beyond what is included in Items 1-3 above;
- m. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- n. Conveyance capacity study of the existing collection system unless specifically included in the Basic Services;
- o. Capacity study of the existing distribution system;
- p. Meeting with Developers, Engineers or other Parties to discussed proposed developments.
- q. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

**V. The Primary Contacts**

The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Martin C. Boyd, P.E.

Name

(706) 769-4119

Phone

[mboyd@cartersloope.com](mailto:mboyd@cartersloope.com)

Email

The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

| Carter & Sloope, Inc. ("Engineer")                                                                                                                                                                                            | City of Stockbridge ("Owner")                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <br>_____<br>Signature<br><br>By: <u>Martin C. Boyd, PE.</u><br>Title: <u>President / Senior Engineer</u><br>Date: <u>January 26, 2022</u> | <br>_____<br>Signature<br><br>By: <u>Frederick Gardiner</u><br>Title: <u>City Manager</u><br>Date: _____, 2022 |



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

February 14, 2022

### 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

DEPARTMENT: Public Works.

ITEM/PROJECT/EVENT:

Facility Landscape Services—Yellowstone Landscape to increase annual contract amount to \$375,000.00 with the following allocations: Government Buildings \$300,000.00 Amphitheater \$75,000.00

BACKGROUND INFORMATION:

The Public Works Department is requesting City Council's approval a budget adjustment for annual landscaping services. The budgets are as follow:

- Government Buildings (Landscaping 100-15650-522210) \$300,000.00  
(\$175,000.00 was approved in the FY2022 Government Buildings for landscaping, however the current contract amount for landscaping is \$244,992.00).
- Amphitheater (Landscaping 565-61800-522219) \$75,000.00  
(\$70,000.00 was approved in the FY2022 Amphitheater budget for landscaping, however the current contract amount for landscaping is \$74,220.00).

The Public Works Department is requesting City Council's approval to increase the annual contract (RFP 021-0004) with Yellowstone Landscaping, LLC for facility landscape maintenance services to an annual amount of \$375,000.00. The increase includes the addition of the Amphitheater. The account number is 100-15650-522219 (Landscaping) and 565-61800-522219 (Landscaping).

**SIGNATURES:**

**CITY MANAGER** \_\_\_\_\_

**CITY TREASURER** \_\_\_\_\_

**CITY ATTORNEY** \_\_\_\_\_

☐ FINANCIAL IMPACT    ☐ N/A

AMOUNT **\$375,000.00** \_\_\_\_\_

ATTACHMENTS:

STATE OF GEORGIA  
HENRY COUNTY  
CITY OF STOCKBRIDGE

RESOLUTION NO. R21-1382

A RESOLUTION FOR APPROVAL OF AN AMENDMENT TO THE  
CONTRACT WITH YELLOWSTONE LANDSCAPE, LLC

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City Council approved the initial contract with Yellowstone Landscape, LLC on September 28, 2021 for \$250,000;

WHEREAS, the City proposes to approve an increase the contract for Request for Proposal (RFP) Number: 2021-0004, Landscape Maintenance Services, for Yellowstone Landscape LLC, in the amount of \$50,000;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

**SECTION 1. Approval of Bidder.** The Council hereby approves the increase of the contract pursuant to Request for Proposal (RFP) Number: 12021-0004, Landscape Maintenance Services, for Yellowstone Landscape LLC for an estimated annual amount of \$300,000. The supporting documents are attached. The original amount was \$250,000 now it is increased to a total of \$300,000.

**SECTION 2. Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

**SECTION 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents, including the contract with such changes and modifications as recommended by the City Attorney, necessary to effectuate this Resolution.

**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

STATE OF GEORGIA  
HENRY COUNTY  
CITY OF STOCKBRIDGE

RESOLUTION NO. B21-1350

**A RESOLUTION FOR THE AWARD OF LANDSCAPE MAINTENANCE  
SERVICES TO YELLOWSTONE LANDSCAPE**

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City seeks to retain landscape maintenance services pursuant to a Request for Proposals issued by the City; and

WHEREAS, the staff has recommended Yellowstone Landscape, LLC as the preferred vendor;

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

**SECTION 1. Approval of Vendor.** City Council hereby authorizes the award of Request for Proposal (RFP) Number 2021-0004 to Yellowstone Landscape, LLC for the acquisition of landscape maintenance services for an estimated annual amount of \$250,000.00

**SECTION 2. Public Record.** This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

**SECTION 3. Authorization of Execution.** The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

**SECTION 4. Attestation.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

**SECTION 5. Effective Date.** This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]





*Excellence*  
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Agreement  
prepared for

## **CITY OF STOCKBRIDGE AMPHITHEATER**

**Not yet submitted**

Decius Aaron  
Public Works Director  
City of Stockbridge

4650 North Henry Boulevard,  
Stockbridge, GA 30281



**EXHIBIT "A"**  
**PERFORMANCE STANDARDS**

**CITY OF STOCKBRIDGE AMPHITHEATER**

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

| SERVICES INCLUDED                                  | PROPERTY VISITS |
|----------------------------------------------------|-----------------|
| Mowing                                             | 32              |
| Detailing                                          | 45              |
| IPM - Fertilization & Pest Control                 | 12              |
| Irrigation Inspections with Start up and Shut down | 12              |
| Mulch                                              | 1               |
| Pine Straw                                         | 2               |
| Annual Flowers                                     | 2               |
| Hand Watering                                      | 156             |

**EXHIBIT "B"**  
**LANDSCAPE MANAGEMENT SERVICES PRICING SHEET**

**CITY OF STOCKBRIDGE AMPHITHEATER**

**CORE MAINTENANCE SERVICES INCLUDED**

**Turf**

Includes Mowing, Edging, String Trimming, Aeration & Cleanup

**Detailing**

Includes Shrub Pruning, Tree Pruning, & Weeding

**IPM**

Includes Fertilization & Pest Control Applications

**Irrigation**

Includes Spring start up and Fall shut down

**Mulch/Pine Straw**

Once per year mulching of all bed areas that have mulch and twice per year on the areas that have pine straw.

**Seasonal Flower**

Includes installation of Spring Flowers and Fall Flowers in the 14 pots. Also includes maintenance by our dedicated separate Seasonal Flower Team.

**Hand Watering**

Includes hand watering of the Seasonal Flowers a minimum of 3 times per week or as necessary depending on rain fall.

**Grand Total Annual: \$74,220.00**

**Grand Total Monthly: \$6,185.00**

## PROJECT DETAILS

**CLIENT NAME:** City of Stockbridge

**BILLING ADDRESS:** 4640 North Henry Boulevard, Stockbridge, GA 30281

**PROPERTY CONTACT:** Decius Aaron

**PROPERTY CONTACT EMAIL:** daaron@cityofstockbridge-ga.gov

**PROPERTY CONTACT PHONE:** 678-373-6765

**CONTRACT EFFECTIVE DATE:** 10/1/2021

**CONTRACT EXPIRATION DATE:** 9/30/2022

**INITIAL TERM:** One Year

**PROPERTY NAME:** City of Stockbridge Amphitheater

**PROPERTY ADDRESS:** 4650 North Henry Boulevard, Stockbridge, GA 30281

**CONTRACTOR:** Yellowstone Landscape, PO Box 849, Bunnell, FL 32110

**YELLOWSTONE CONTACT:** Business Development Manager

**YELLOWSTONE CONTACT EMAIL:** rmangham@yellowstonelandscape.com

**YELLOWSTONE CONTACT PHONE:** 678.794.8744

**YELLOWSTONE SCOPE OF SERVICES:** The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

# AGREEMENT

## COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$74,220.00** annually, in equal monthly installments billed in the amount of **\$6,185.00** upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

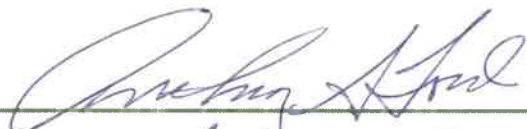
**Presented by:** Yellowstone Landscape

**Accepted by:** City of Stockbridge



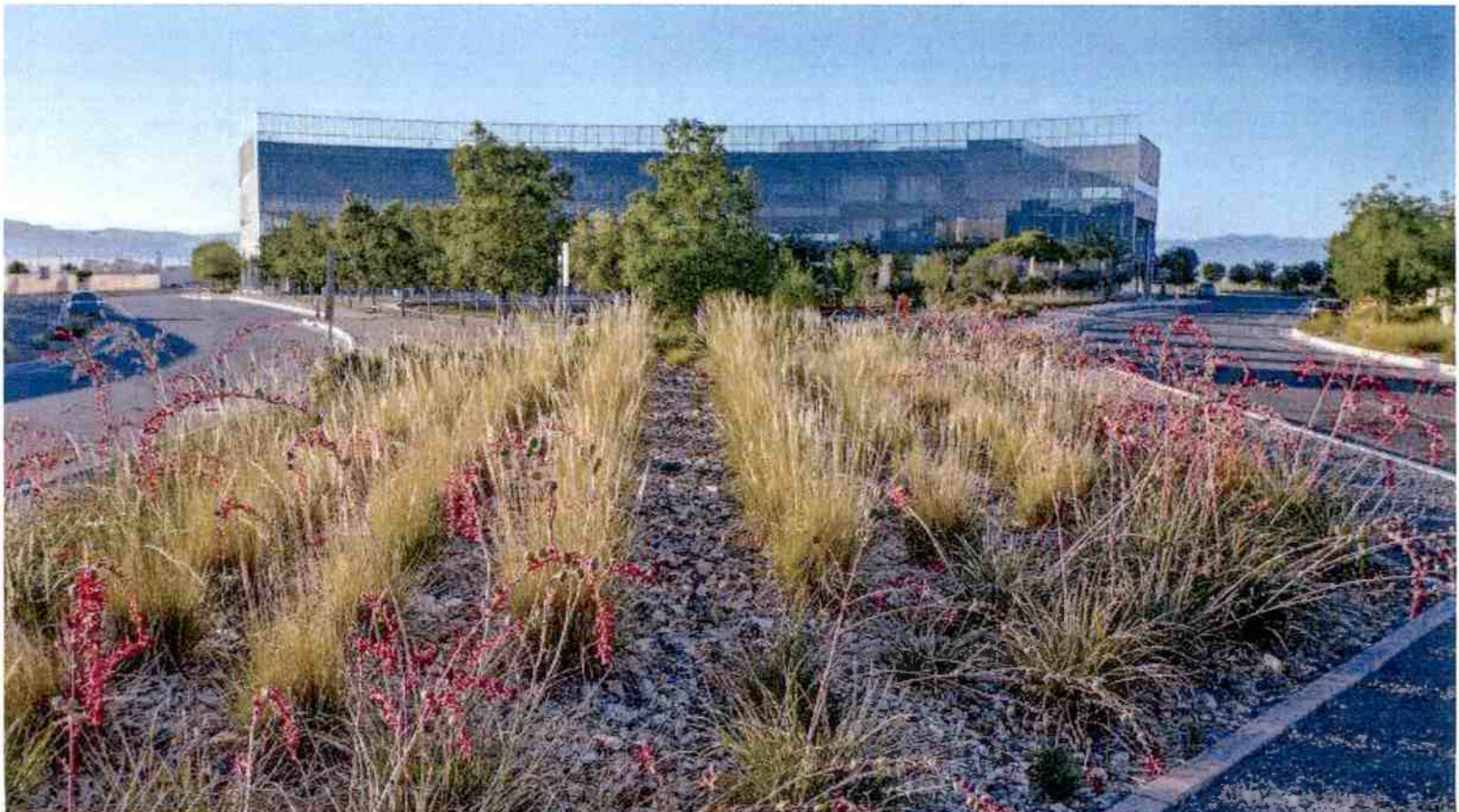
---

**Printed Name:** Christopher Adornetti, Officer  
**Date:** 10/6/2021



---

**Printed Name:** Anthony S. Ford  
**Date:** 10/6/2021





## TERMS & CONDITIONS

**Entire Agreement:** This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

**Acceptance of Agreement:** The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

**Price, Quality, and Working Conditions:** The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

**Assignment:** Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

**Relationship of Parties:** The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

**Agreement Renewal:** Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", the initial term will be for one year with an option to renew for (4) four additional one year periods.

**Payment Terms:** Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

**Termination for Cause:** It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

**Default:** In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Jurisdiction:** By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

**Nonwaiver:** No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

**Construction:** The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

**Change in Law:** This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



**YELLOWSTONE**  
LANDSCAPE

*Excellence*  
IN COMMERCIAL LANDSCAPING

## THANK YOU FOR YOUR TRUST

We look forward to working with you!

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[YELLOWSTONELANDSCAPE.COM](http://YELLOWSTONELANDSCAPE.COM)



**SEALED RFP LABEL**  
**PLEASE ATTACH LABEL TO OUTSIDE OF RFP PACKAGE**

**SEALED RFP ENCLOSED**  
**DELIVER TO:**

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

**REQUEST FOR PROPOSALS. 2021-0004**  
**DATE: July 15, 2021**

**RFP MUST BE RECEIVED BEFORE 3:00 PM**

**DESCRIPTION:**

**LANDSCAPE MAINTENANCE SERVICES FOR THE  
CITY OF STOCKBRIDGE**

**All bids should be Mailed 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.**

## PROJECT DETAILS

|                                |                                                                                                                                                                                     |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CLIENT NAME:                   | City of Stockbridge                                                                                                                                                                 |
| BILLING ADDRESS:               | 4640 North Henry Boulevard, Stockbridge, GA 30281                                                                                                                                   |
| PROPERTY CONTACT:              | Decius Aaron                                                                                                                                                                        |
| PROPERTY CONTACT EMAIL:        | daaron@cityofstockbridge-ga.gov                                                                                                                                                     |
| PROPERTY CONTACT PHONE:        | 678-373-6765                                                                                                                                                                        |
| CONTRACT EFFECTIVE DATE:       | 10-1-2021                                                                                                                                                                           |
| CONTRACT EXPIRATION DATE:      | 9-30-2022                                                                                                                                                                           |
| INITIAL TERM:                  | One Year                                                                                                                                                                            |
| PROPERTY NAME:                 | City of Stockbridge                                                                                                                                                                 |
| PROPERTY ADDRESS:              | 4640 North Henry Boulevard, Stockbridge, GA 30281                                                                                                                                   |
| CONTRACTOR:                    | Yellowstone Landscape, PO Box 849, Bunnell, FL 32110                                                                                                                                |
| YELLOWSTONE CONTACT:           | Business Development Manager                                                                                                                                                        |
| YELLOWSTONE CONTACT EMAIL:     | rmangham@yellowstonelandscape.com                                                                                                                                                   |
| YELLOWSTONE CONTACT PHONE:     | 678.794.8744                                                                                                                                                                        |
| YELLOWSTONE SCOPE OF SERVICES: | The Client agrees to engage Yellowstone Landscape to provide the services and work as described in attachment A as Option II. Option II scope supersedes original scope in the RFP. |



**YELLOWSTONE**  
LANDSCAPE

# AGREEMENT

## COMPENSATION SCHEDULE:

The Client agrees to pay Yellowstone Landscape **\$244,992.00** annually, in equal monthly installments billed in the amount of **\$20,416.00** upon receipt of invoice.

The parties shall negotiate price increases, if any, for any twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the terms and conditions of the RFP 2021-0004 (for Landscape Maintenance Service) and the EXHIBITS attached hereto constitute part of this agreement.

**Presented by:** Yellowstone Landscape

**Accepted by:** City of Stockbridge



**Printed Name:** Christopher Adornetti, Officer  
**Date:** Not yet accepted

**Printed Name:**  
**Date:** Not yet accepted





**Claims:** Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

**Jurisdiction:** By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Georgia, Henry County, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Henry County, GA. Should the parties not agree on the State of Georgia as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

**Insurance:** Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

**Licenses:** Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

**Indemnification for Third Party Claims:** Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

**Limitation of Liability:** Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

**Indirect Damages:** Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

**ATTACHMENT A**  
**COST PROPOSAL FORM**  
(Consisting of Form, A -Z)  
**"LANDSCAPE MAINTENANCE SERVICES"**

Responder: Please complete the attached pages 64-91 of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 2021-0004 and Landscape Maintenance Service" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with the City of Stockbridge according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: Yellowstone Landscape - Southeast, LLC

Address: 4806 Wright Drive, Suite D, Smyrna, GA 30082

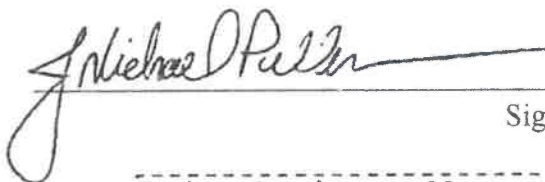
Contact Person Submitting Proposal:

Title of Contact Person: Michael

Telephone Number: 404-668-

Fax Number: 770-435-7477 (Please notify us ahead of time before any faxes are sent)

E-mail Address: mpullen@yellowstonelandscape.com



Signature of Contact Person

Business Development Manager

Title of Contact Person

## COST PROPOSAL

### SCHEDULE B - CITY HALL LAWN CARE PROPOSAL

Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

| Service Description                                                  | Unit            | Dollars Per Unit | Estimated Total<br>(unit x dollars Per Unit = Est. Total) |
|----------------------------------------------------------------------|-----------------|------------------|-----------------------------------------------------------|
| Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)   | Per Visit       | \$ 400.00        | \$ 12,000.00                                              |
| Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly) | Per Visit       | \$ 100.00        | \$ 1,500.00 (15)                                          |
| Apply fertilizer (Two applications total for the year.)              | Per Application | \$ 400.00        | \$ 800.00                                                 |
| Pre and post emergent herbicide.                                     | Per Application | \$ 150.00        | \$ 300.00                                                 |
| Insecticide.                                                         | Per Application | \$ 200.00        | \$ 400.00                                                 |
| Core aeration and de-thatching of grass.                             | Per Visit       | \$ 500.00        | \$ 500.00                                                 |
| Blow leaves and remove.                                              | Per Task        | \$ 150.00        | \$ 750.00                                                 |
| <b>TOTAL CITY HALL LAWN CARE PROPOSAL</b>                            |                 |                  | <b>\$ 16,250.00</b>                                       |





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## COST PROPOSAL

### SCHEDULE D - CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of services and specifications.

| Service Description                                                                                                                                                                                                 | Unit            | Dollars Per Unit | Estimated Total<br>Unit x dollars Per Unit = Est. Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|---------------------------------------------------------|
| Prune brushes, shrubs, evergreens and trees, according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)                                                      | Per Hour        | \$ 70.00         | \$ 1,050.00                                             |
| Remove debris from beds in the spring. (Spring)                                                                                                                                                                     | Per Task        | \$ 250.00        | \$ 250.00                                               |
| Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)  | Per Task        | \$               | \$                                                      |
| Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid. | Per Task        | \$ 425.00        | \$ 850.00                                               |
| Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)                                           | Per Application | \$ 500.00        | \$ 1,000.00                                             |
| Weed all beds, cracks and crevices. (As Needed)                                                                                                                                                                     | Per Visit       | \$ 50.00         | \$ 1,500.00                                             |
| Apply fertilizer to all beds including a slow release formula. (As Needed)                                                                                                                                          | Per Application | \$ 150.00        | \$ 300.00                                               |
| Spray landscaping for insects or disease. (As Needed)                                                                                                                                                               | Per Application | \$ 250.00        | \$ 500.00                                               |
| Plant flowers.                                                                                                                                                                                                      | Per Application | \$ 10,000.00     | \$ 20,000.00                                            |
| Prepare the beds for winter. Describe the process in the section for comments. (Fall)                                                                                                                               | Per Task        | \$ 300.00        | \$ 300.00                                               |
| <b>TOTAL CITY HALL FOUNTAIN AREA LANDSCAPING PROPOSAL</b>                                                                                                                                                           |                 |                  | <b>\$ 25,750.00</b>                                     |

## COST PROPOSAL

### SCHEDULE F - CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

| Service Description                                                                                                                        | Unit      | Dollars Per Unit | Estimated Total<br>Unit x dollars Per Unit = Est. Total |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|---------------------------------------------------------|
| Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring) | Per Task  | \$ 500.00        | \$ 500.00                                               |
| Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)                              | Per Hour  | \$ 95.00         | Price based on repairs needed                           |
| Assess performance of system and adjust time. (Two times per month)                                                                        | Per Visit | \$ 100.00        | 2,400.00                                                |
| Deactivate irrigation system and blow lines. (Fall)                                                                                        | Per Task  | \$ 200.00        | 200.00                                                  |
| <b>TOTAL CITY HALL FOUNTAIN AREA IRRIGATION PROPOSAL</b>                                                                                   |           |                  | \$ 3,100.00                                             |





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**COST PROPOSAL**  
**SCHEDULE H – MUNICIPAL LAWN CARE PROPOSAL**

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see detailed scope of work and specifications.

| <b>Service Description</b>                                           | <b>Unit</b>     | <b>Dollars Per Unit</b> | <b>Estimated Total</b><br>Unit x dollars Per Unit = Est. Total |
|----------------------------------------------------------------------|-----------------|-------------------------|----------------------------------------------------------------|
| Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)   | Per Visit       | \$ 150.00               | \$ 4,500.00 (30)                                               |
| Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly) | Per Visit       | \$ 40.00                | \$ 600.00                                                      |
| Apply fertilizer (Two applications total for the year.)              | Per Application | \$ 200.00               | \$ 400.00                                                      |
| Pre and post emergent herbicide. (As Needed)                         | Per Application | \$ 100.00               | \$ 200.00                                                      |
| Insecticide. (As Needed)                                             | Per Application | \$ 150.00               | \$ 300.00                                                      |
| Core aeration and de-thatching of grass. (As Needed)                 | Per Visit       | \$ 200.00               | \$ 200.00                                                      |
| Blow leaves and remove.                                              | Per Task        | \$ 75.00                | \$ 375.00                                                      |
| <b>TOTAL MUNICIPAL LAWN CARE PROPOSAL</b>                            |                 |                         | \$ 6,575.00                                                    |



## COST PROPOSAL

### SCHEDULE J – MUNICIPAL PARK LANDSCAPING PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

| Service Description                                                                                                                                                                                                 | Unit            | Dollars<br>Per Unit | Estimated Total<br>Unit x Dollars Per Unit = Est. Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------|---------------------------------------------------------|
| Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)                                                       | Per Hour        | \$ 70.00            | \$ 840.00                                               |
| Remove debris from beds in the spring. (Spring)                                                                                                                                                                     | Per Task        | \$ 500.00           | \$ 500.00                                               |
| Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid. (Spring)  | Per Task        | \$                  | \$                                                      |
| Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid. | Per Task        | \$ 1,500.00         | \$ 3,000.00                                             |
| Spray pre-emergent herbicide on all beds, cracks, and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)                                         | Per Application | \$ 1,400.00         | \$ 2,800.00                                             |
| Weed all beds, cracks, and crevices. (As Needed)                                                                                                                                                                    | Per Visit       | \$ 150.00           | \$ 5,250.00                                             |
| Apply fertilizer to all beds including a slow release formula. (As Needed)                                                                                                                                          | Per Application | \$ 300.00           | \$ 900.00                                               |
| Spray landscaping for insects or disease. (As Needed)                                                                                                                                                               | Per Application | \$ 300.00           | \$ 600.00                                               |
| Plant flowers.                                                                                                                                                                                                      | Per Application | \$ 10,000.00        | \$ 20,000.00                                            |
| Prepare the beds for winter. (Fall)                                                                                                                                                                                 | Per Task        | \$ 700.00           | \$ 700.00                                               |
| <b>TOTAL MUNICIPAL PARK LANDSCAPING PROPOSAL</b>                                                                                                                                                                    |                 |                     | \$ 34,590.00                                            |



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**COST PROPOSAL**  
**SCHEDULE L – MUNICIPAL PARK IRRIGATION PROPOSAL**

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and lawn care) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

| Service Description                                                                                                                        | Unit      | Dollars Per Unit | Estimated Total<br>Unit x Dollars Per Unit = Est. Total |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|---------------------------------------------------------|
| Activate irrigation system. Check carefully for winter damage, heads under grass, and needed adjustments to optimize performance. (Spring) | Per Task  | \$<br>500.00     | \$<br>500.00                                            |
| Repair or replace components as necessary. Requires Director's approval before work may begin. (As Necessary)                              | Per Hour  | \$<br>95.00      | \$<br>Price based on repairs                            |
| Assess performance of system and adjust time. (Two times per month)                                                                        | Per Visit | \$<br>100.00     | \$<br>2,400.00                                          |
| Deactivate irrigation system and blow lines. (Fall)                                                                                        | Per Task  | \$<br>200.00     | \$<br>200.00                                            |
| <b>TOTAL MUNICIPAL PARK LAWN CARE PROPOSAL</b>                                                                                             |           | \$               | \$<br>3,100.00                                          |

## COST PROPOSAL

### SCHEDULE N – MMCC AND ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form. Please see scope of work and specifications.

| Service Description                                                  | Unit            | Dollars Per Unit | Estimated Total<br>Unit x Dollars Per Unit = Est. Total |
|----------------------------------------------------------------------|-----------------|------------------|---------------------------------------------------------|
| Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)   | Per Visit       | \$ 200.00        | 6,000.00                                                |
| Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly) | Per Visit       | \$ 100.00        | 1,500.00                                                |
| Apply fertilizer (Two applications total for the year.)              | Per Application | \$ 300.00        | 600.00                                                  |
| Pre and post emergent herbicide. (As Needed)                         | Per Application | \$ 400.00        | 800.00                                                  |
| Insecticide. (As Needed)                                             | Per Application | \$ 300.00        | 600.00                                                  |
| Core aeration and de-thatching of grass. (As Needed)                 | Per Visit       | \$ 700.00        | 700.00                                                  |
| Blow leaves and remove.                                              | Per Task        | \$ 400.00        | 200.00                                                  |
| <b>TOTAL MMCC AND ADMINISTRATIVE BUILDING LAWN CARE</b>              |                 |                  | \$ 10,400.00                                            |





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**COST PROPOSAL**

**SCHEDULE P – TED STRICKLAND COMMUNITY CENTER LAWN CARE PROPOSAL**

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form.

| Service Description                                                  | Unit            | Dollars Per Unit | Estimated Total<br>Unit x Dollars Per Unit = Est. Total |
|----------------------------------------------------------------------|-----------------|------------------|---------------------------------------------------------|
| Mow lawn at approximately 2 1/2 inches. Remove clippings. (Weekly)   | Per Visit       | \$ 150.00        | \$ 4,500.00                                             |
| Edge sidewalks, curbs and parking lot adjacent to lawn. (Bi-Monthly) | Per Visit       | \$ 50.00         | \$ 750.00                                               |
| Apply fertilizer (Two applications total for the year.)              | Per Application | \$ 200.00        | \$ 400.00                                               |
| Pre and post emergent herbicide. (As Needed)                         | Per Application | \$ 200.00        | \$ 400.00                                               |
| Insecticide. (As Needed)                                             | Per Application | \$ 200.00        | \$ 400.00                                               |
| Core aeration and de-thatching of grass. (As Needed)                 | Per Visit       | \$ 250.00        | \$ 250.00                                               |
| Blow leaves and remove.                                              | Per Task        | \$ 75.00         | \$ 375.00                                               |
| <b>TOTAL TED STRICKLAND COMMUNITY CENTER LAWN CARE</b>               |                 |                  | \$ 7,075.00                                             |

## COST PROPOSAL

### SCHEDULE R – EAST ATLANTA ROAD STREETSCAPE LANDSCAPING PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

| Service Description                                                                                                                                                                                                 | Unit            | Dollars Per Unit | Estimated Total<br>Unit x Dollars Per Unit =<br>Est. Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|------------------------------------------------------------|
| Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)                                                       | Per Hour        | \$ 70.00         | \$ 1,050.00                                                |
| Remove debris from beds in the spring. (Spring)                                                                                                                                                                     | Per Task        | \$ 400.00        | \$ 400.00                                                  |
| Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.           | Per Task        | \$               | \$                                                         |
| Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid. | Per Task        | \$ 650.00        | \$ 1,300.00                                                |
| Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks, and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)                                          | Per Application | \$ 400.00        | \$ 800.00                                                  |
| Weed all beds, cracks and crevices. (As Needed)                                                                                                                                                                     | Per Visit       | \$ 200.00        | \$ 5,600.00                                                |
| Apply fertilizer to all beds including a slow release formula. (As Needed)                                                                                                                                          | Per Application | \$ 200.00        | \$ 400.00                                                  |
| Spray landscaping for insects or disease. (As Needed)                                                                                                                                                               | Per Application | \$ 200.00        | \$ 400.00                                                  |
| Plant flowers.                                                                                                                                                                                                      | Per Application | \$               | \$                                                         |
| Prepare the beds for winter. Describe the process in the section for comments. (Fall)                                                                                                                               | Per Task        | \$ 500.00        | \$ 500.00                                                  |
| <b>TOTAL EAST ATLANTA ROAD STREETSCAPE LANDSCAPING</b>                                                                                                                                                              |                 |                  | \$ 10,450.00                                               |

## COST PROPOSAL

### SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING PROPOSAL

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

| Service Description                                                                                                                                                                                                 | Unit            | Dollars Per Unit | Estimated Total<br>Unit x Dollars Per Unit = Est. Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|---------------------------------------------------------|
| Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size.<br>Haul debris off site. (As Needed)                                                    | Per Hour        | \$ 70.00         | \$ 300.00                                               |
| Remove debris from beds in the spring. (Spring)                                                                                                                                                                     | Per Task        | \$ 150.00        | \$ 150.00                                               |
| Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.           | Per Task        | \$               | \$                                                      |
| Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid. | Per Task        | \$ 75.00         | \$ 150.00                                               |
| Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)                                           | Per Application | \$ 75.00         | \$ 150.00                                               |
| Weed all beds, cracks and crevices. (As Needed)                                                                                                                                                                     | Per Visit       | \$ 10.00         | \$ 350.00                                               |
| Apply fertilizer to all beds including a slow release formula. (As Needed)                                                                                                                                          | Per Application | \$ 75.00         | \$ 150.00                                               |
| Spray landscaping for insects or disease. (As Needed)                                                                                                                                                               | Per Application | \$ 75.00         | \$ 150.00                                               |
| Plant flowers.                                                                                                                                                                                                      | Per Application | \$               | \$                                                      |
| Prepare the beds for winter. Describe the process in the section for comments. (Fall)                                                                                                                               | Per Task        | \$ 150.00        | \$ 150.00                                               |
| <b>TOTAL SCHEDULE T – FLOYD CHAPEL HISTORICAL MARKER LANDSCAPING</b>                                                                                                                                                |                 |                  | \$ 1,550.00                                             |



**COST PROPOSAL**

**SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL**

Instructions: Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

| Service Description                                                                                                                                                                                                 | Unit            | Dollars Per Unit | Estimated Total<br>Unit x Dollars Per Unit = Est. Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|---------------------------------------------------------|
| Prune brush, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size.<br>Haul debris off site. (As Needed)                                                      | Per Hour        | \$ 70.00         | \$ 300.00                                               |
| Remove debris from beds in the spring. (Spring)                                                                                                                                                                     | Per Task        | \$ 150.00        | \$ 150.00                                               |
| Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.           | Per Task        | \$               | \$                                                      |
| Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid. | Per Task        | \$ 40.00         | \$ 80.00                                                |
| Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)                                           | Per Application | \$ 150.00        | \$ 300.00                                               |
| Weed all beds, cracks and crevices. (As Needed)                                                                                                                                                                     | Per Visit       | \$ 150.00        | \$ 300.00                                               |
| Apply fertilizer to all beds including a slow release formula. (As Needed)                                                                                                                                          | Per Application | \$ 150.00        | \$ 300.00                                               |
| Spray landscaping for insects or disease. (As Needed)                                                                                                                                                               | Per Application | \$ 150.00        | \$ 300.00                                               |
| Plant flowers.                                                                                                                                                                                                      | Per Application | \$               | \$                                                      |
| Prepare the beds for winter. Describe the process in the section for comments. (Fall)                                                                                                                               | Per Task        | \$ 150.00        | \$ 150.00                                               |
| <b>TOTAL SCHEDULE V – ROCK QUARRY ROAD/ NORTH HENRY BLVD BANNER POLE LANDSCAPING PROPOSAL</b>                                                                                                                       |                 |                  | <b>\$ 1,880.00</b>                                      |





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## COST PROPOSAL

### SCHEDULE X – PUBLIC WORKS ADMINISTRATIVE BUILDING LANDSCAPING PROPOSAL

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (irrigation and lawn care) should be submitted on the corresponding proposal form.

| Service Description                                                                                                                                                                                                 | Unit            | Dollars Per Unit | Estimated Total<br>Unit x dollars Per Unit = Est. Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|---------------------------------------------------------|
| Prune brushes, shrubs, evergreens and trees according to individual's pruning schedule, to maintain desired shape and size. Haul debris off site. (As Needed)                                                       | Per Hour        | \$ 70.00         | \$ 622.00                                               |
| Remove debris from beds in the spring. (Spring)                                                                                                                                                                     | Per Task        | \$ 150.00        | \$ 150.00                                               |
| Top dressing of mulch on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of mulch in this bid.           | Per Task        | \$               | \$                                                      |
| Top dressing of pine straw on beds and/or remove mulch build up to maintain two to three inches of depth. Please specify what you recommend in the comments section and include the cost of pine straw in this bid. | Per Task        | \$ 330.00        | \$ 660.00                                               |
| Spray pre-emergent herbicide on all beds, cracks and crevices in parking lot, sidewalks and curbs as needed. Apply post-emergent herbicide. Repeat as needed. (As Needed)                                           | Per Application | \$ 150.00        | \$ 300.00                                               |
| Weed all beds, cracks and crevices. (As Needed)                                                                                                                                                                     | Per Visit       | \$ 150.00        | \$ 300.00                                               |
| Apply fertilizer to all beds including a slow-release formula. (As Needed)                                                                                                                                          | Per Application | \$ 200.00        | \$ 600.00                                               |
| Spray landscaping for insects or disease. (As Needed)                                                                                                                                                               | Per Application | \$ 200.00        | \$ 400.00                                               |
| Plant flowers.                                                                                                                                                                                                      | Per Application | \$               | \$                                                      |
| Prepare the beds for winter. Describe the process in the section for comments. (Fall)                                                                                                                               | Per Task        | \$ 150.00        | \$ 150.00                                               |
| <b>TOTAL SCHEDULE X – PUBLIC WORKS ADMINISTRATIVE BUILDING LANDSCAPING PROPOSAL</b>                                                                                                                                 |                 |                  | \$ 3,182.00                                             |

## **COST PROPOSAL**

### **SCHEDULE Z – PUBLIC WORKS ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL**

**Instructions:** Please complete the following chart indicating the price per unit for each of the services listed below. Proposals that do not follow this format will not be accepted. Please note, bids for other services (landscaping and irrigation) should be submitted on the corresponding proposal form.

| <b>Service Description</b>                                                                                        | <b>Unit</b>     | <b>Dollars Per Unit</b> | <b>Estimated Total<br/>Unit x dollars Per Unit = Est. Total</b> |
|-------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|-----------------------------------------------------------------|
| Mow lawn at approximately 2 1/2 inches.<br>Remove clippings. (Weekly)                                             | Per Visit       | \$ 200.00               | \$ 6,000.00                                                     |
| Edge sidewalks, curbs, and parking lot adjacent to lawn. (Bi-Monthly)                                             | Per Visit       | \$ 50.00                | \$ 750.00                                                       |
| All cement/asphalt surfaces will be blown of any grass clippings, fertilizer, trash, and other debris each visit. | Per Visit       | \$ 50.00                | \$ 1,500.00                                                     |
| During routine maintenance visits the Contractor is responsible for removing trash and debris from the property.  | Per Visit       | \$ 50.00                | \$ 1,000.00                                                     |
| Apply fertilizer (Two applications total for the year.)                                                           | Per Application | \$ 350.00               | \$ 700.00                                                       |
| Pre and post emergent herbicide. (As Needed)                                                                      | Per Application | \$ 150.00               | \$ 300.00                                                       |
| Insecticide. (As Needed)                                                                                          | Per Application | \$ 150.00               | \$ 300.00                                                       |
| Core aeration and de-thatching of grass. (As Needed)                                                              | Per Visit       | \$ 500.00               | \$ 500.00                                                       |
| Blow leaves and remove.                                                                                           | Per Task        | \$ 200.00               | \$ 1,000.00                                                     |
| <b>TOTAL SCHEDULE Z – PUBLIC WORKS ADMINISTRATIVE BUILDING LAWN CARE PROPOSAL</b>                                 | \$              | 12,050.00               |                                                                 |



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|                                                     |                      |
|-----------------------------------------------------|----------------------|
| T. Floyd Chapel Baptist Church                      | \$ <u>1,550.00</u>   |
| U. Green Front Café Landscape                       | \$ <u>1,450.00</u>   |
| V. Rock Quarry Road/North Henry BLVD                | \$ <u>1,880.00</u>   |
| Banner Pole Landscape                               |                      |
| W. Walmart/North Henry BLVD Banner Pole             | \$ <u>1,855.00</u>   |
| X. Public Works Administrative Building Landscaping | \$ <u>3,182.00</u>   |
| Y. Public Works Administrative Building Irrigation  | \$ <u>3,100.00</u>   |
| Z. Public Works Administrative Lawn Care            | \$ <u>12,050.00</u>  |
| OVERALL ESTIMATED TOTAL (SCHEDULES A – Z)           | \$ <u>244,992.00</u> |

Total points awarded for price will be determined by applying the following formula:  
(Lowest Overall Annual Contract Cost /Proposer's Price) x 50 = Price Score

Please note that prices may be negotiated in the best interest of the City after the scoring is completed

LOWEST OVERALL ESTIMATED ANNUAL COST CONSIST OF SCHEDULES A - Z

SIGNATURES If sole owner, sign here: I sign as sole owner of the business named above.

\_\_\_\_\_ Date \_\_\_\_\_

If partnership or corporation: One or more partners or corporate officers sign here:

The undersigned certify that they sign this proposal with full and proper authority to do so.

By: Michael P. [Signature] Title Business Development

By: Rod [Signature] Title Business Development

Date: 8/23/2021

END OF PROPOSAL FORM



## INVESTMENT SUMMARY

|                            |                  |
|----------------------------|------------------|
| Tyler Software             | \$ 36,463        |
| Services                   | \$ 28,850        |
| Third-Party Products       | \$ 12,825        |
| Travel                     | \$ 0             |
| <b>Total One-Time Cost</b> | <b>\$ 78,138</b> |
| Annual Recurring Fees/SaaS | \$ 15,804        |
| Tyler Software Maintenance | \$ 8,413         |





Quoted By: Bridget Vuolo  
 Quote Expiration: 6/13/22  
 Quote Name: eCitation, Public Safety Analytics, ScenePD

**Sales Quotation For:**  
 Henry County 911  
 526 Industrial Blvd  
 McDonough GA 30253-6609  
 Phone: +1 (770) 957-9121

**Bill to:**  
 Stockbridge Police Department  
 4640 North Henry Blvd.  
 Stockbridge, Ga. 30281

**Tyler Software**

| Description                                                          | License   | Discount | License Total | Year One Maintenance |
|----------------------------------------------------------------------|-----------|----------|---------------|----------------------|
| <b>Brazos</b>                                                        |           |          |               |                      |
| Interface                                                            |           |          |               |                      |
| Interface: New World Records Mgmt System                             | \$ 0      | \$ 0     | \$ 0          | \$ 0                 |
| Interface: Locally Created (Not a CMS Vendor) Court Case Mgmt System | \$ 4,063  | \$ 0     | \$ 4,063      | \$ 853               |
| <b>Total</b>                                                         | \$ 4,063  | \$ 0     | \$ 4,063      | \$ 853               |
| <b>License</b>                                                       |           |          |               |                      |
| Interface: Brazos to New World Mobile                                | \$ 0      | \$ 0     | \$ 0          | \$ 0                 |
| REF License - MDC or TABLET [45]                                     | \$ 36,000 | \$ 3,600 | \$ 32,400     | \$ 7,560             |
| <b>Total</b>                                                         | \$ 36,000 | \$ 3,600 | \$ 32,400     | \$ 7,560             |
| <i>Sub-Total</i>                                                     | \$ 40,063 |          | \$ 36,463     | \$ 8,413             |
| <i>Less Discount</i>                                                 | \$ 3,600  |          |               | \$ 0                 |
| <b>TOTAL</b>                                                         | \$ 36,463 |          | \$ 36,463     | \$ 8,413             |

**Annual / SaaS**

| Description                    | Fee | Discount | Annual |
|--------------------------------|-----|----------|--------|
| <b>New World Public Safety</b> |     |          |        |

|                                                                                       |           |      |                  |
|---------------------------------------------------------------------------------------|-----------|------|------------------|
| Law Enforcement Records Management System                                             |           |      |                  |
| Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics) | \$ 13,000 | \$ 0 | \$ 13,000        |
| <b>Brazos</b>                                                                         |           |      |                  |
| Hosting Fee                                                                           |           |      |                  |
| Brazos Hosting Fee                                                                    | \$ 2,804  | \$ 0 | \$ 2,804         |
| <b>TOTAL</b>                                                                          |           |      | <b>\$ 15,804</b> |

#### Services

| Description                                            | Quantity | Unit Price | Discount | Total            | Maintenance |
|--------------------------------------------------------|----------|------------|----------|------------------|-------------|
| <b>New World Public Safety</b>                         |          |            |          |                  |             |
| Public Safety Analytics Installation & Remote Training | 1        | \$ 4,500   | \$ 0     | \$ 4,500         | \$ 0        |
| <b>Brazos</b>                                          |          |            |          |                  |             |
| Brazos Project Management                              | 1        | \$ 2,000   | \$ 0     | \$ 2,000         | \$ 0        |
| Set Up Fees - Third Party Hardware                     | 45       | \$ 50      | \$ 0     | \$ 2,250         | \$ 0        |
| Training                                               | 1        | \$ 2,000   | \$ 0     | \$ 2,000         | \$ 0        |
| Additional agency configuration                        | 1        | \$ 3,600   | \$ 0     | \$ 3,600         | \$ 0        |
| Set Up & Config                                        | 1        | \$ 14,500  | \$ 0     | \$ 14,500        | \$ 0        |
| <b>TOTAL</b>                                           |          |            |          | <b>\$ 28,850</b> | <b>\$ 0</b> |

#### Third-Party Hardware, Software and Services

| Description                                                         | Quantity | Unit Price | Total            | Unit Maintenance | Year One Maintenance |
|---------------------------------------------------------------------|----------|------------|------------------|------------------|----------------------|
| <b>New World Public Safety</b>                                      |          |            |                  |                  |                      |
| Diagramming Software (Scene PD) Units (includes 1st yr maintenance) | 45       | \$ 285     | \$ 12,825        | \$ 0             | \$ 0                 |
| <b>TOTAL</b>                                                        |          |            | <b>\$ 12,825</b> |                  | <b>\$ 0</b>          |

| <b>Summary</b>                                 | <b>One Time Fees</b> | <b>Recurring Fees</b> |
|------------------------------------------------|----------------------|-----------------------|
| Total Tyler Software                           | \$ 36,463            | \$ 8,413              |
| Total Annual                                   | \$ 0                 | \$ 15,804             |
| Total Tyler Services                           | \$ 28,850            | \$ 0                  |
| Total Third-Party Hardware, Software, Services | \$ 12,825            | \$ 0                  |
| <b>Summary Total</b>                           | <b>\$ 78,138</b>     | <b>\$ 24,217</b>      |
| <b>Contract Total</b>                          | <b>\$ 102,355</b>    |                       |

### **Assumptions**

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Additional agency configuration (Stockbridge onto Henry County), for laptop configuration for use on client supplied Panasonic Toughbooks (with built-in DL scanner). Includes setup of client supplied Printers.

Billed as incurred, travel for Training/Implementation is not currently included in quote, can be added for an estimated \$1,350.



# A Comprehensive Public Safety Software Solution

## Computer Aided Dispatch

|                           |                            |                           |                             |                           |                       |
|---------------------------|----------------------------|---------------------------|-----------------------------|---------------------------|-----------------------|
| CAD Mapping               | Dispatch Questionnaire     | Rip-N-Run Printing        | Service Vehicle Rotation    | E 911                     | ePCR                  |
| Call Entry                | Fire Equipment Search      | Run Cards/Response Plans  | Unit Management             | NG911                     | Fire Records          |
| Call Control Panel        | GIS/Geo-File Verification  | Rapid SOS                 | Web CAD Monitor             | CAD NCIC                  | Out-of-Band AVL       |
| Unit Recommendations      | Hazard and Location Alerts |                           |                             | Pictometry                | Telestaff             |
| Unit Status/Control Panel | Hazmat Search              | <i>Additional Modules</i> | <i>Available Interfaces</i> | ASAP                      | PulsePoint            |
| Call Stacking             | Hydrant Inventory          | BOLOS                     | Alarm                       | Pre-Arrival Questionnaire | Twitter               |
| CAD Messaging             | Note Pads                  | CAD Auto Routing          | CAD to CAD                  | Encoder                   | PEMA Knowledge Center |
| Call Scheduling           | Proximity Dispatch         | CAD AVL                   | CAD Paging                  | CAD CFS Export            |                       |

## Law Enforcement Records Management

|                     |                       |                           |                         |                             |                         |
|---------------------|-----------------------|---------------------------|-------------------------|-----------------------------|-------------------------|
| Arrests             | Impounded Vehicles    | Training                  | Crash                   | Scheduling                  | Citizen Reporting       |
| Buildings           | Incidents             | Wants and Warrant         | Stop Data               | Tyler Content Manager       | COPLINK                 |
| Businesses          | Investigations        |                           | Equipment and Inventory | Use of Force                | Accurant Crime Analysis |
| Case Management     | Order of Protection   | <i>Additional Modules</i> | Gangs                   | Vehicle Tracking            | LINX                    |
| Case Processing     | Personnel             | Alarms                    | Hazardous Materials     |                             | Evidence                |
| Citations           | Property and Evidence | Animal Licensing          | Multi-Server Search     | <i>Available Interfaces</i> | SECTOR                  |
| Dynamic Reporting   | Records Request       | Bicycle Registration      | Narcotics               | Livescan                    | MIDEX                   |
| Field Interviews    | Registered Offenders  | Bookings                  | Pawn Shops              | Ticket Writer               | LACRIS                  |
| IBR/Clery Reporting | Standard Reporting    | Briefing Notes            | Permits                 | NCIC                        |                         |

## Fire Records Management

|                                   |                     |                      |                           |                  |
|-----------------------------------|---------------------|----------------------|---------------------------|------------------|
| Activity Reporting/<br>Scheduling | Hazardous Materials | Pre-Plans            | <i>Additional Modules</i> | Fire Permits     |
| Investigations                    | Hydrant Inventory   | Station Activity Log | NFIRS Reporting           | Inventory        |
| Business Registry                 | Incident Tracking   | BLS/ALS              | Data Analysis/Mapping     | LOSAP Tracking   |
|                                   | Personnel/Education |                      | Equipment Tracking        | Vehicle Tracking |

## Corrections Management

|                          |                                |                         |                           |                            |                             |
|--------------------------|--------------------------------|-------------------------|---------------------------|----------------------------|-----------------------------|
| Bookings                 | Inmate Scheduling/<br>Tracking | Corrections Officer Log | <i>Additional Modules</i> | Officer Activity Reporting | <i>Available Interfaces</i> |
| D/L Swipe for Visitors   | Inmate Contact                 | Financial Management    | Inmate Tracking Bar       | Officer Equipment Tracking | Livescan                    |
| Incident Tracking        | Inmate Programs                | Jacket Processing       | Coding                    | Grievance Tracking         | Booking Export              |
| Inmate Property Tracking | Inmate Activity Log            | Business Registry       | Property Room             | Mugshots                   | Northpointe                 |
| Inmate Classification    | Trustee                        | Personnel/Education     | Commissary Accounting     | Web Inmate Inquiry         | VINE                        |
| Inmate Housing           | Case Management                | State Reporting         | Data Analysis/Mapping     |                            | CorEMR                      |
| Mass Move                |                                |                         |                           |                            |                             |

## Mobile Computing

|                                   |                              |                |                             |               |
|-----------------------------------|------------------------------|----------------|-----------------------------|---------------|
| Dispatch/Messaging/<br>State/NCIC | DL Swipe Mugshot<br>Download | In-Car Routing | LE Field Reporting          | Ticket Writer |
| Fire Dispatch/Messaging           | In-Car Mapping/AVL           | Stop Data      | LE Accident Field Reporting |               |
|                                   |                              | Use of Force   | Field Investigations        |               |

## Mobility Software

|                         |                         |              |
|-------------------------|-------------------------|--------------|
| ShieldForce LE Dispatch | CrewForce Fire Dispatch | SceneCollect |
|-------------------------|-------------------------|--------------|

## Analytics

|            |           |                           |
|------------|-----------|---------------------------|
| Data Marts | Dashboard | Law Enforcement Analytics |
|------------|-----------|---------------------------|



One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

[www.tylertech.com](http://www.tylertech.com)

February 1, 2022

Henry County  
140 Henry Parkway  
McDonough, GA 30253-6696

Stockbridge Police Department  
4640 N. Henry Blvd  
Stockbridg, GA 30281

RE: Sole Source for Procurement

Dear Sir or Madam:

Please accept this letter to confirm that New World Public Safety, which includes Public Safety Analytics, and Brazos software are products of Tyler Technologies, which we develop and license to our customers. Tyler is the sole source of the development, implementation, maintenance and support of the New World Public Safety, Public Safety Analytics and Brazos software.

Tyler appreciates the trust that Henry County has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership.

Please do not hesitate to contact me with any questions regarding the foregoing.

Regards,

A handwritten signature in cursive script that reads "Sherry Clark".

Sherry Clark  
Group General Counsel  
[Sherry.clark@tylertech.com](mailto:Sherry.clark@tylertech.com)



# City of Stockbridge

## AGENDA ITEM

MEETING DATE

February 14, 2022

### FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ SERVICE AGREEMENT 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 FUND BALANCE
- ☐ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Frank Trammer

DEPARTMENT: Police

ITEM/PROJECT/EVENT: Police Department– Records Management Software and Services

Council consideration to approve software and service costs for Report/Citation Management, Computer Aided Dispatch (CAD), Mobile Operations, Law Enforcement Records Management and Public Safety Analytics Software from Tyler Technologies in the amount of \$102,355. Funding source– ARPA

### BACKGROUND INFORMATION:

The newly formed Stockbridge Police Department requires a comprehensive records/report management and computer automated dispatch system in order to effectively and efficiently deliver police services to the City of Stockbridge. The Police Department seeks to utilize Tyler Technologies Public Safety Solution to provide these services. Tyler Technologies is currently in use by all Henry County Public Safety Agencies.

### SIGNATURES:

CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$102,355

ATTACHMENTS: ☒

ITEM/PROJECT/EVENT:

|  |
|--|
|  |
|--|

BACKGROUND INFORMATION:

|  |
|--|
|  |
|--|





# City of Stockbridge

## AGENDA ITEM

MEETING DATE

February 14, 2022

### FUNDING SOURCE

- ☒ RESOLUTION
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- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☒ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Frank Trammer

DEPARTMENT: Police

ITEM/PROJECT/EVENT: Police Headquarters Renovation

Council consideration to approve renovation costs for the City of Stockbridge Police Department Headquarters Building at 4545 N. Henry Blvd. not to exceed the amount of \$3,951,525. Funding source— \$3,000,000 Police Bond; \$852,437 SPLOST V; \$99,088 ARPA..

### BACKGROUND INFORMATION:

The newly formed Stockbridge Police Department will establish its headquarters at this location, with operations in the facility beginning on July 1, 2022. The project includes renovations to the first floor of the facility, and a build out of the second floor which is currently unoccupied. Exterior work will be minimal and confined to a few fenestrations and aesthetic improvements to the front of the building.

### SIGNATURES:

CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$3,951,525

ATTACHMENTS: ☒

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:

PROJECT SUMMARY PLAN FOR THE RENOVATION OF

# Stockbridge Police Department Headquarters

JANUARY 24, 2022



4545 North Henry Boulevard  
Stockbridge, GA 30281

Prepared by Keck & Wood

## **Overview**

The newly formed Stockbridge Police Department will establish the headquarters at this location, with operations in the facility beginning on July 1, 2022. The project includes renovations to the first floor of the facility, and a build out of the second floor which is currently unoccupied. Additionally, a traffic control gate will be installed at the parking lot at the rear of the building. Exterior work will be minimal and confined to a few fenestrations and aesthetic improvements to the front of the building.

## **Project Budget**

Based on the preliminary concept plans developed by TSW Architects, the initial project budget is set at \$3,951,525. A breakdown of the budget is as follows:

|                             |         |          |             |
|-----------------------------|---------|----------|-------------|
| Exterior work               |         |          | \$100,000   |
| First floor – front         | 8600 sf | \$125/sf | \$1,075,000 |
| Evidence Lab – first floor  | 570 sf  | \$250/sf | \$142,500   |
| First floor – back          | 3930 sf | \$175/sf | \$687,750   |
| Second Floor                | 4500 sf | \$175/sf | \$787,500   |
| Subtotal Construction       |         |          | \$2,792,750 |
| Furniture                   |         |          | \$250,000   |
| Interdev – IT               |         |          | \$100,000   |
| Johnson Control – Security  |         |          | \$150,000   |
| Audio Visual                |         |          | \$100,000   |
| TSW design fees             |         |          | \$165,000   |
| Keck & Wood management fees |         |          | \$35,000    |
| Subtotal costs              |         |          | \$3,592,750 |
| Project contingency         |         |          | \$358,775   |
| TOTAL                       |         |          | \$3,951,525 |

## **Project Timeline**

The entirety of the work cannot be completed by July 1, 2022, which is the target date of occupancy of the facility by the Police Department. Therefore, we have programmed that the front portion of the first floor along with the evidence lab in the back portion of the first floor will be complete by July 1, 2022. The remainder of the project will complete about 3 months thereafter. This completion sequence has been vetted with the contractor.



Because of the need for partial occupancy, the design team should begin discussions with the Stockbridge Building Department to establish the proper permitting procedure to allow for this. The solution may be two separate permits, or to provide permit with an interim Certificate of Occupancy for the portions to be completed by July 1, 2022.

The major milestones are as follows:

|                                                                            |         |
|----------------------------------------------------------------------------|---------|
| Finalize Interdev pricing                                                  | 1/25/22 |
| Release Interdev equipment purchase                                        | 2/01/22 |
| Finalize Johnson Control pricing – security                                | 1/25/22 |
| Release Johnson Control equipment purchase                                 | 2/01/22 |
| Demolition Package Release – submit for demo permit                        | 2/01/22 |
| Demolition Pricing Due                                                     | 2/15/22 |
| Approve Demolition Package – execute contract - start demolition phase     | 3/01/22 |
| Evidence lab lockers and casework design release                           | 2/01/22 |
| Pricing due for early procurement                                          | 2/15/22 |
| Approve early procurement package                                          | 3/01/22 |
| Construction Documents Package Release – submit for building permit        | 2/28/22 |
| Construction Pricing Due                                                   | 3/20/22 |
| Approve Construction Package – execute contract – start construction phase | 4/01/22 |
| Complete phase 1A – front half of first floor and evidence lab             | 7/01/22 |
| Complete remainder of project                                              | 10/1/22 |

### **Procurements**

The timeline for this project is extremely compacted. The project simply cannot be delivered in time through conventional procurements procedures, which can be lengthy. We have elected to secure all procurements through a state contract with Gordian, who has assigned Lichty Construction as the general contractor. Other procurements may also need to go through the same process.

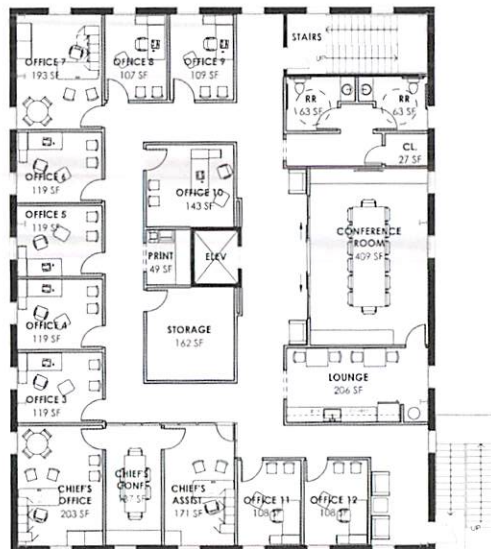
### **Approvals**

The project timeline may also suffer if each contract or purchase needs to go through the process of approval from the Stockbridge City Council. This process can take several weeks, which is not available in the compacted timeframe that this project faces.

To overcome this, we should request that the City Council approve the project budget stated here, and to give authority to the City Manager to execute all contracts associated with this project, provided the total project budget is not exceeded. regardless of the amount of the contract.



1 FIRST FLOOR PLAN - PROPOSED  
A1.2 SCALE: 1/8" = 1'-0"



2 SECOND FLOOR PLAN - PROPOSED  
A1.2 SCALE: 1/8" = 1'-0"

#### DEPARTMENT LEGEND

- ADMINISTRATION
- BUILDING SYSTEMS
- CRIMINAL INVESTIGATION
- OPERATIONS
- PUBLIC SPACES
- RECORDS DIVISION

## STOCKBRIDGE POLICE HQ

City of  
Stockbridge

2021.11.29

PROPOSED FLOOR  
PLAN - POLICE  
HEADQUARTERS



# City of Stockbridge

## AGENDA ITEM

### MEETING DATE

February 14, 2022

### FUNDING SOURCE

- ☒ RESOLUTION
- ☐ ORDINANCE
- ☐ SERVICE AGREEMENT RENEWAL
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- ☐ SPLOST
- ☐ TSPLOST
- ☐ CDBG
- ☐ GRANT FUNDING
- ☐ COUNCIL INITIATIVE
- ☐ PARTNER/SPONSOR
- ☐ DEPARTMENT FUND BALANCE
- ☒ BONDING

ACCOUNT TRANSFER FROM:

ACCOUNT TRANSFER TO:

PRESENTER: Frank Trammer

DEPARTMENT: Police

ITEM/PROJECT/EVENT: Police Department— Police Headquarters Furniture

Council consideration to approve the purchase of furniture for the Stockbridge Police Department Headquarters building from The HON Company, Georgia State Contract, Contract # 99999-001-SPD0000100-0091, in the amount of \$227,004.34. Funding source— Police Bond

### BACKGROUND INFORMATION:

The Stockbridge Police Headquarters building is unfurnished and requires all new furnishings in order to conduct police operations.

### SIGNATURES:

CITY MANAGER \_\_\_\_\_

CITY TREASURER \_\_\_\_\_

CITY ATTORNEY \_\_\_\_\_

☒ FINANCIAL IMPACT ☐ N/A

AMOUNT \$227,004.34

ATTACHMENTS: ☒

ITEM/PROJECT/EVENT:

BACKGROUND INFORMATION:



DESIGNER:  
Sara Mills-Ryan  
ryans@honcompany.com  
563.299.8130

DATE:  
1/18/2022  
5:41:25 PM

PROJECT:  
95382-2.cmrw

STOCKBRIDGE GA POLICE



NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of The HON Company shall be limited to the amount charged for the Specification Services rendered and in no event shall The HON Company be responsible for any consequential or incidental damages.

DRAWING: NOT TO SCALE

FIRST FLOOR OVERALL

**DESIGNER:**

Sara Mills-Ryan  
ryan@s@honcompany.com  
563.299.8130

**DATE:**

1/18/2022  
5:41:26 PM

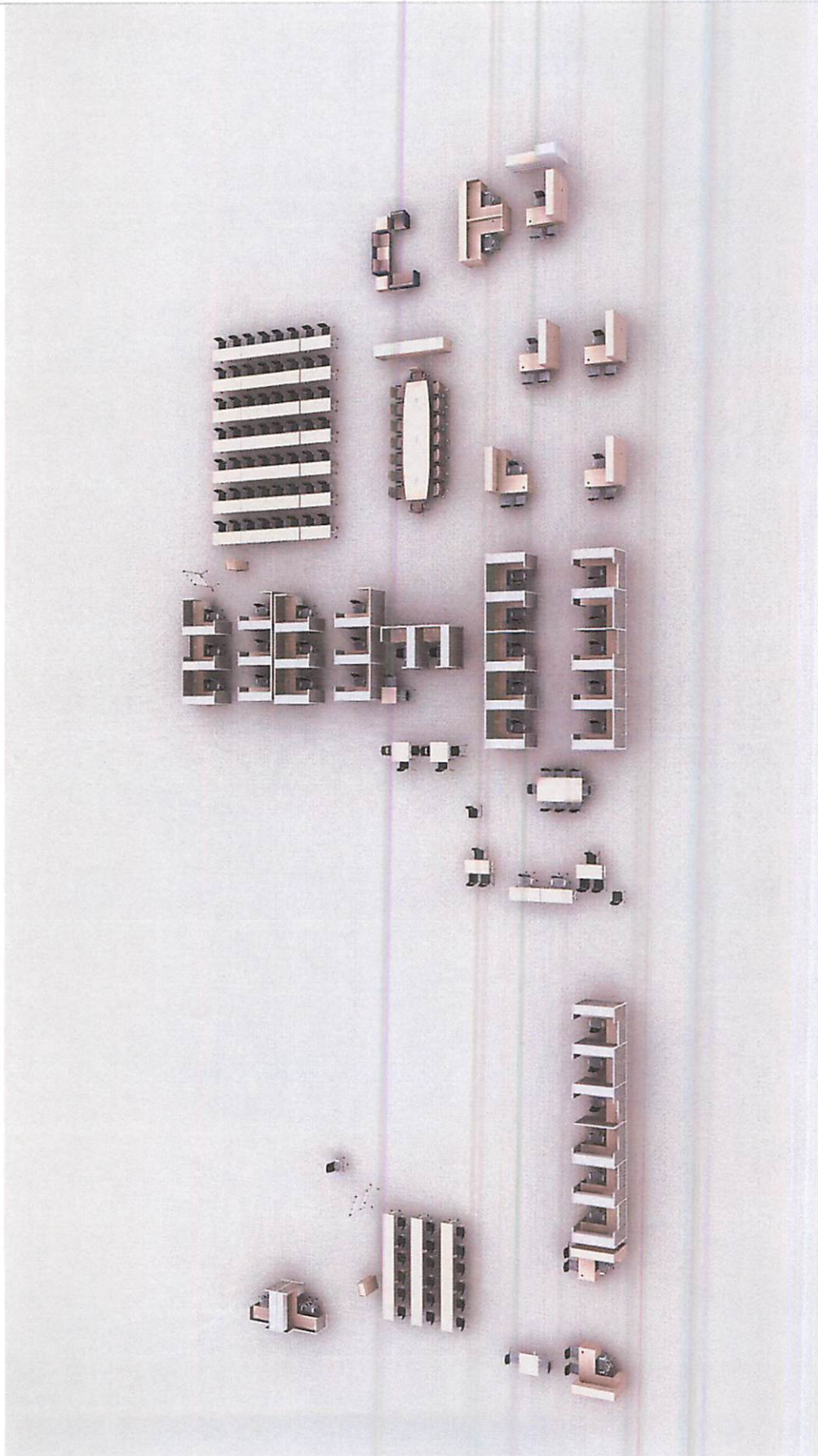
**PROJECT:**

95392-2.cmr/w

STOCKBRIDGE GA POLICE

NOTE: The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of The HON Company shall be limited to the amount charged for the Specification Services rendered and in no event shall The HON Company be responsible for any consequential or incidental damages.

DRAWING NOT TO SCALE



FIRST FLOOR OVERALL



**DESIGNER:**  
Sara Mills-Ryan  
ryans@honcompany.com  
563.259.8130

**DATE:**  
1/18/2022  
5:41:27 PM

**PROJECT:**  
95382-2.cmrnw

STOCKBRIDGE GA POLICE



**NOTE:** The customer is ultimately responsible for the accuracy and correctness of component counts and measurements. The customer is also responsible for the space planning and all design work of projects. Customer shall verify and confirm all site conditions, dimensions, and suitability of products and applications consistent with published guidelines and applicable codes. Liability of The HON Company shall be limited to the amount charged for the Specification Services rendered and in no event shall The HON Company be responsible for any consequential or incidental damages.

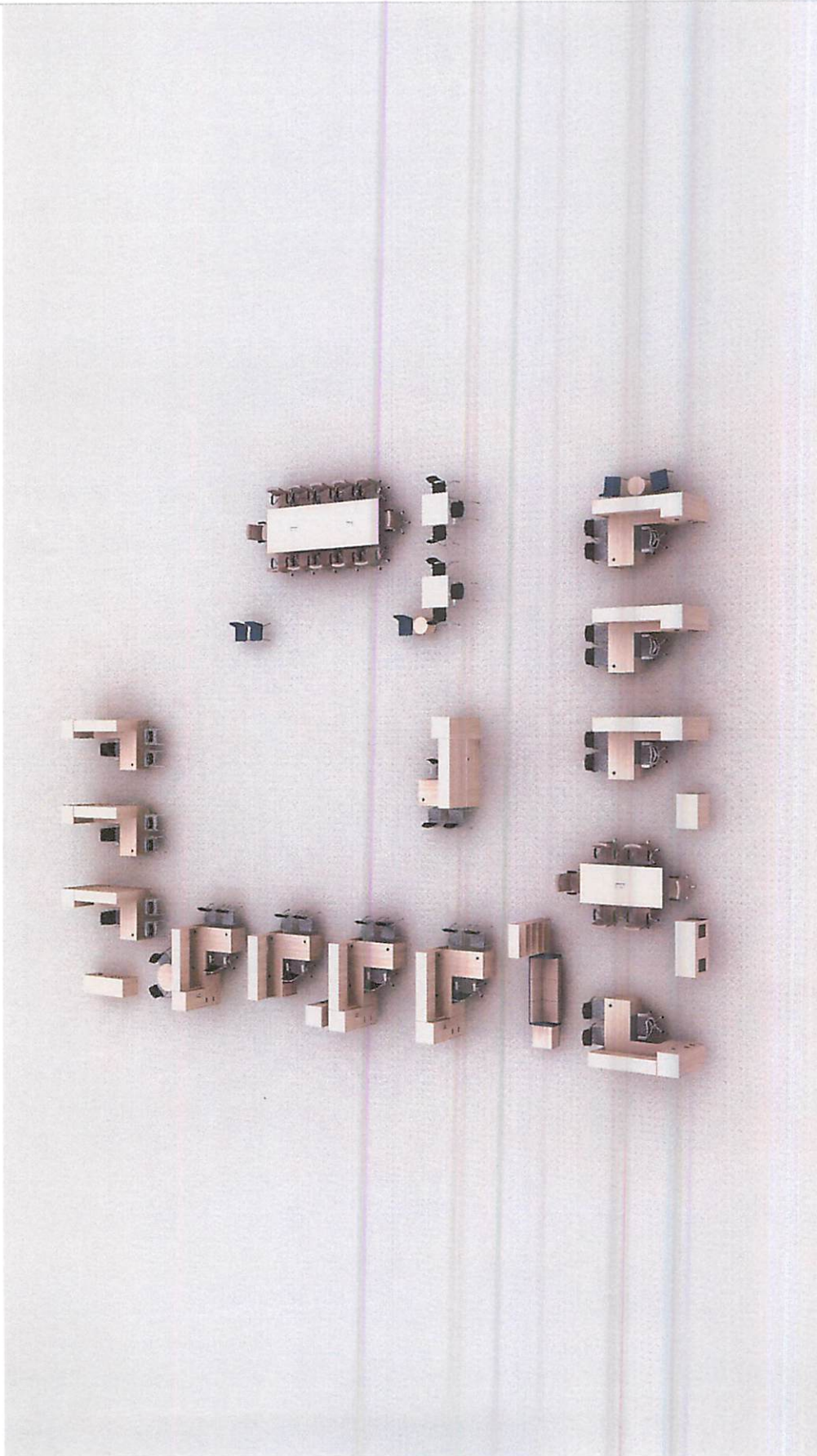
DRAWING NOT TO SCALE

**DESIGNER:**  
Sara Mills-Ryan  
ryans@honcompany.com  
563.299.8130

**DATE:**  
1/18/2022  
5:41:28 PM

**PROJECT:**  
95382-2.cmrw

STOCKBRIDGE GA POLICE



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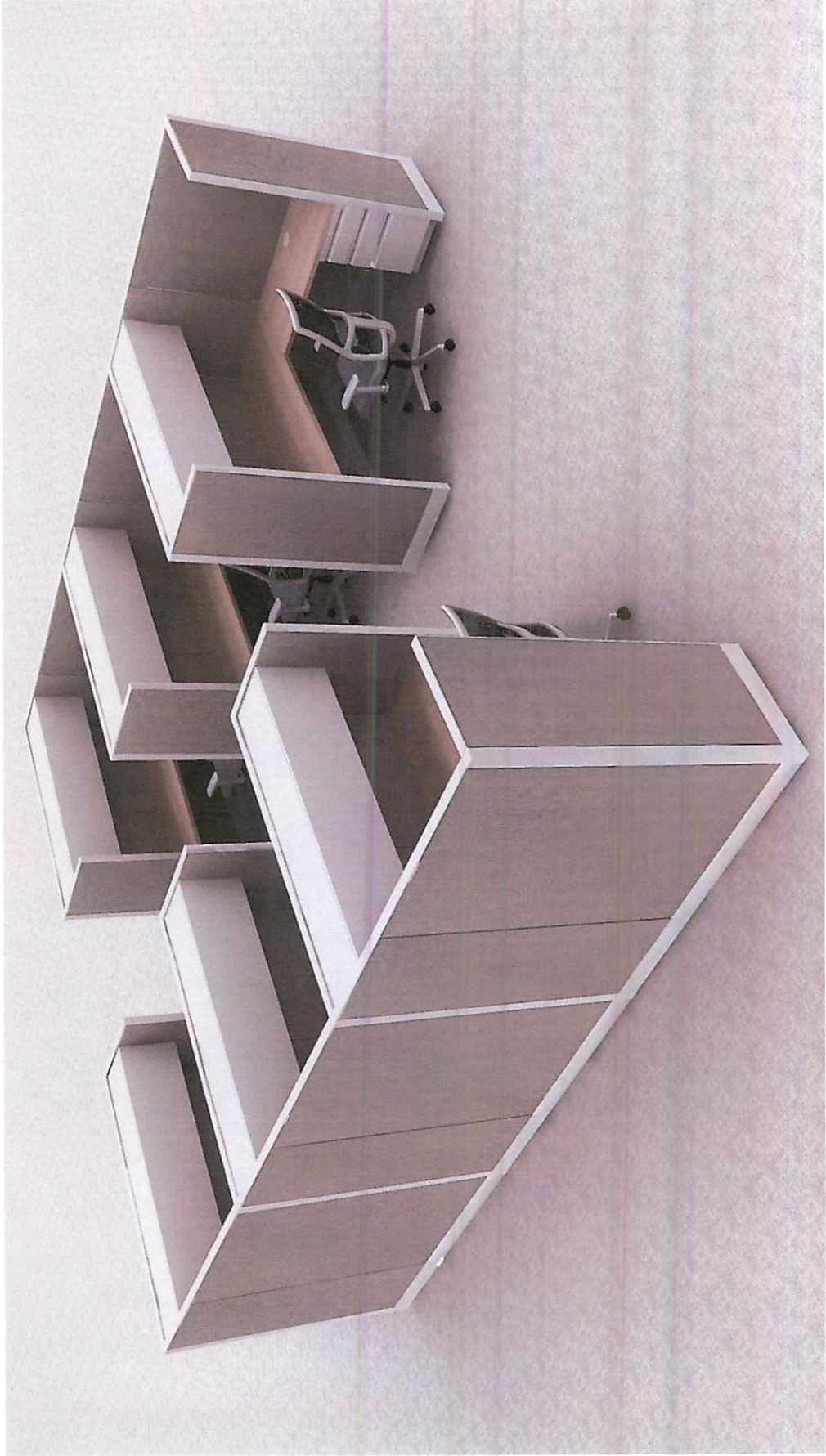


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95392-2.cmrw

STOCKBRIDGE GA POLICE



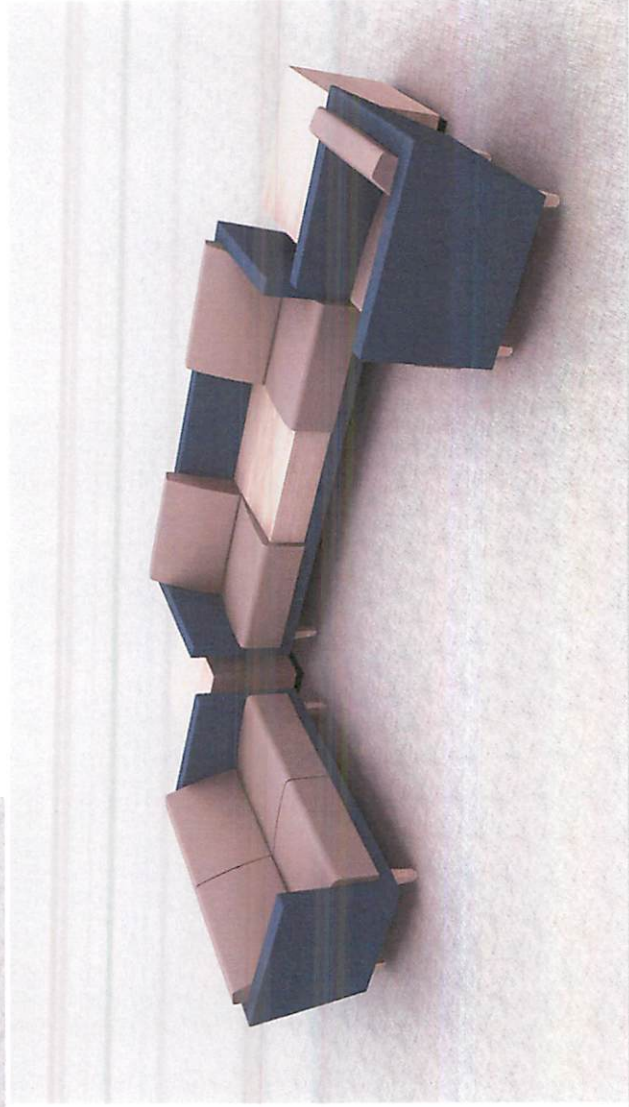
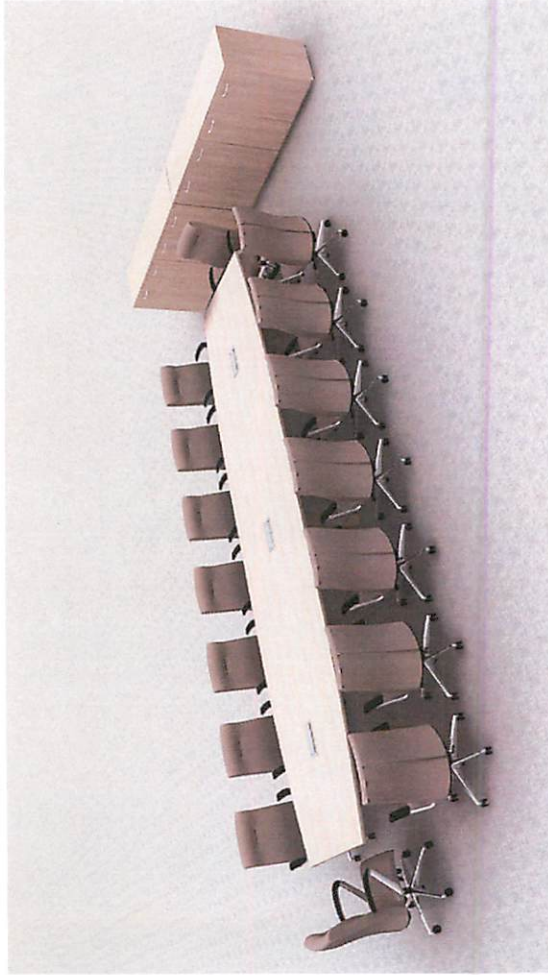
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1FLR CONFERENCE & PUBLIC LOBBY

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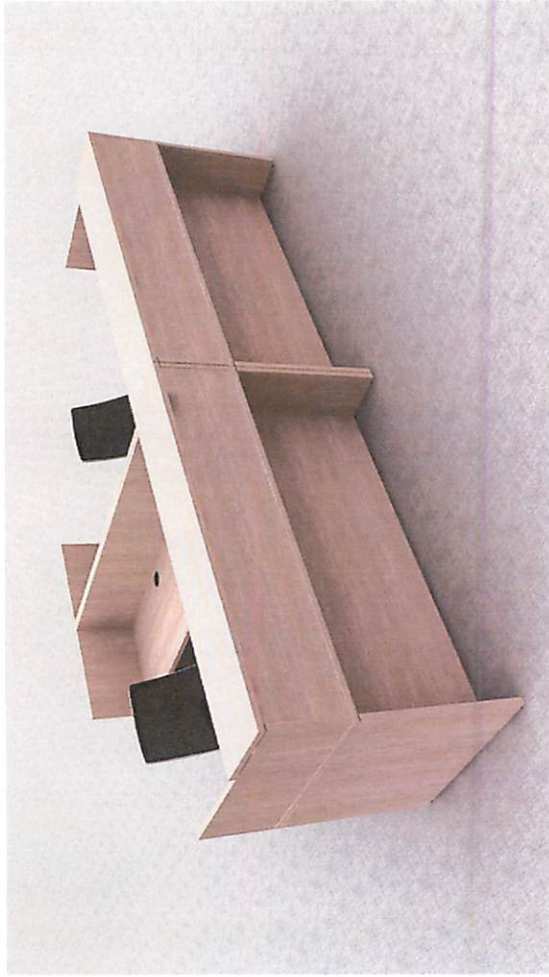


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5:41:30 PM

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RECEPTION AREA

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**DESIGNER:**  
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5:41:31 PM

**PROJECT:**  
95382-2.cmr1w

STOCKBRIDGE GA POLICE



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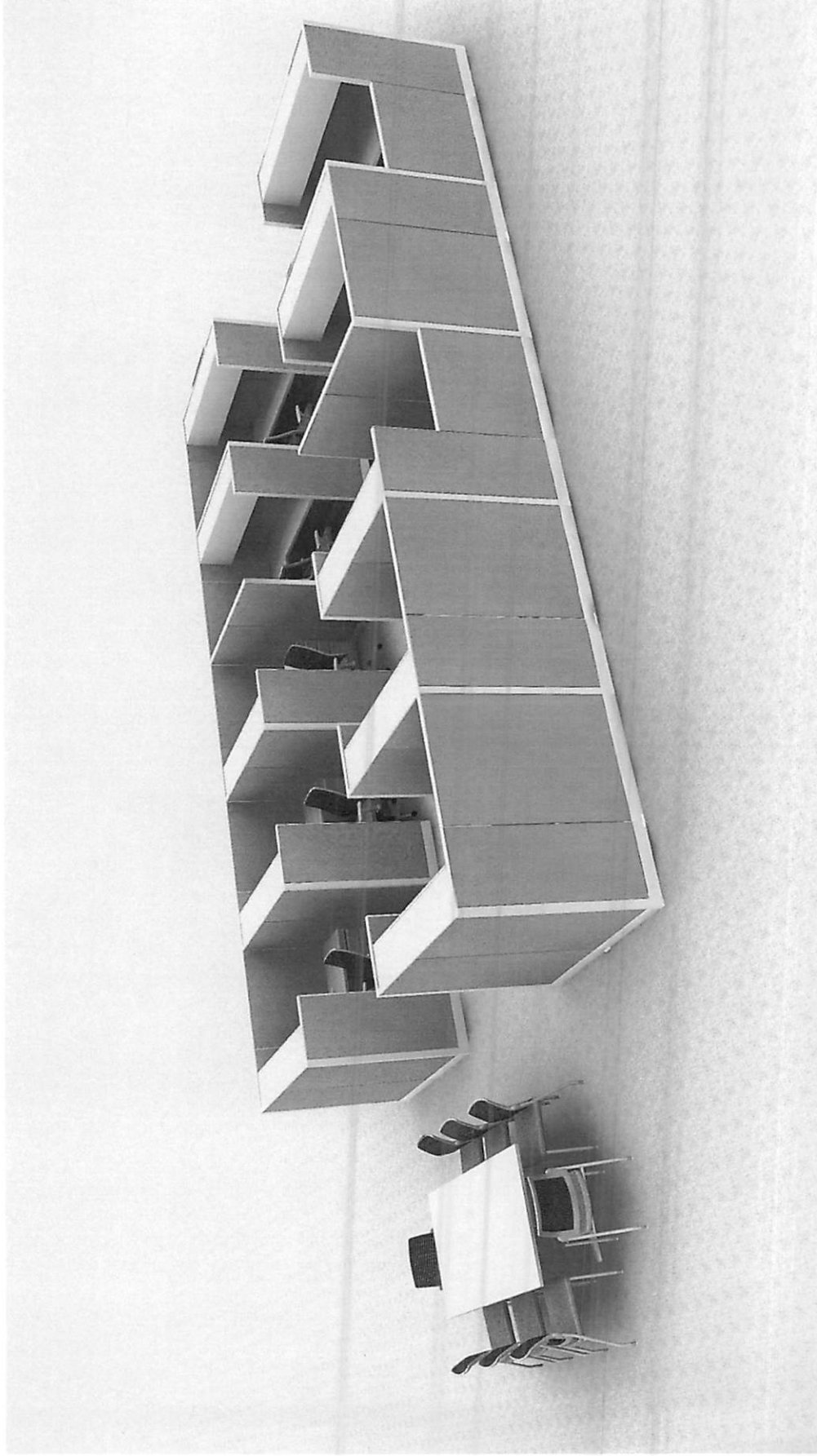
**DATE:**

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5:41:32 PM

**PROJECT:**

95382-2.cmr1w

STOCKBRIDGE GA POLICE



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RECORDS SUPERVISOR & PATROL SQUAD ROOM



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DATE:

1/18/2022

5:41:32 PM

PROJECT:

95382-2.cmidw

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5:41:34 PM

**PROJECT:**  
95382-2.cmrw

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LOUNGES & 2FLR OFFICES WITH WARDROBE TOWER

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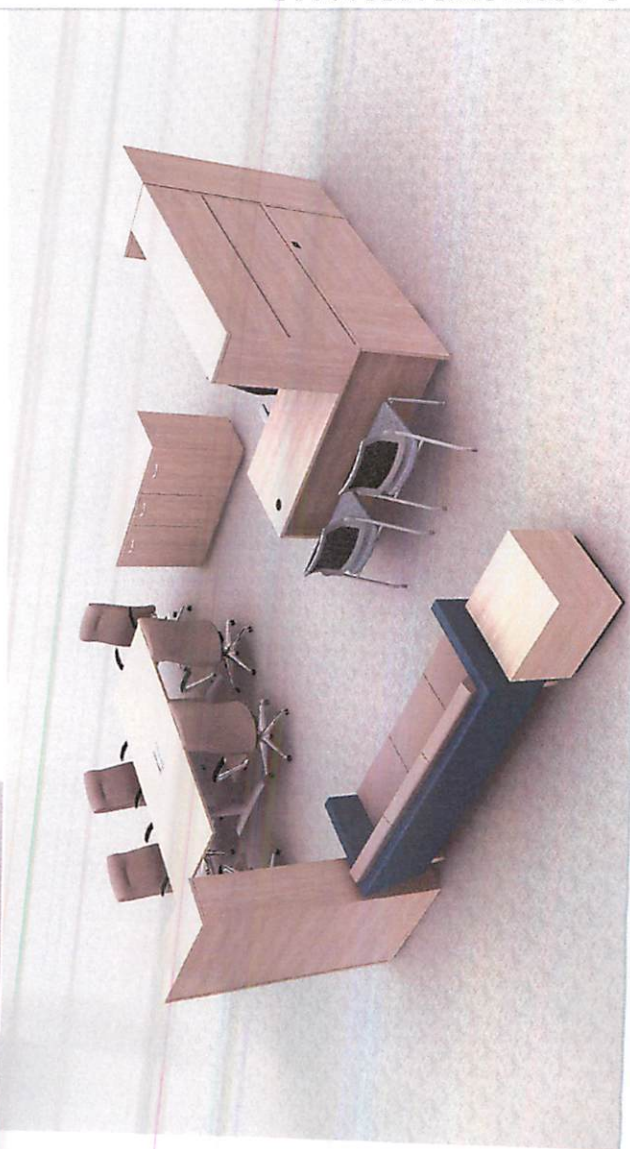
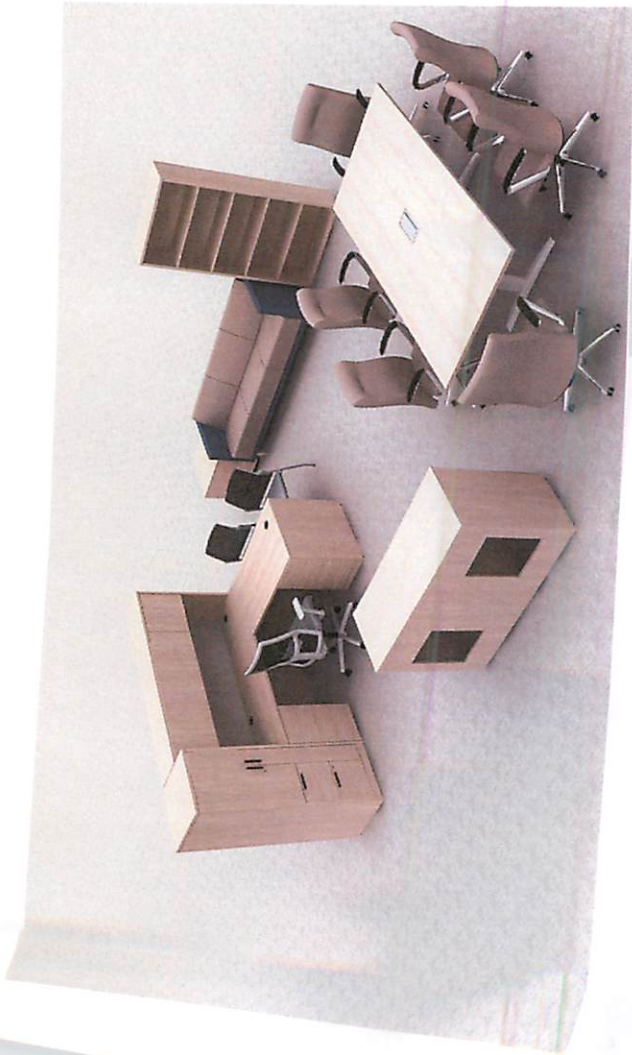
**PROJECT:**

95382-Z.cdw

STOCKBRIDGE GA POLICE

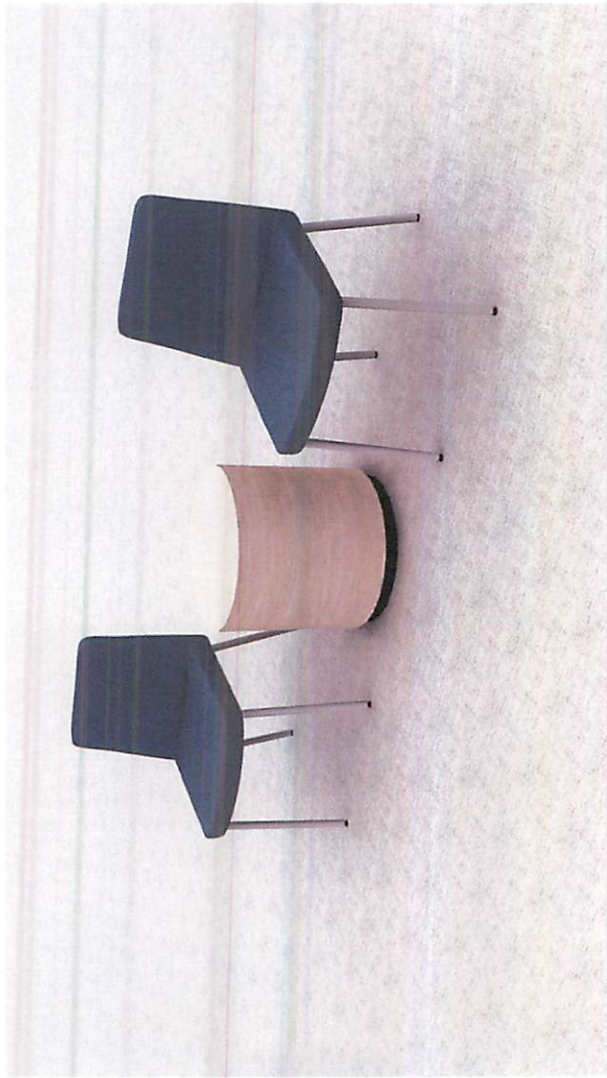
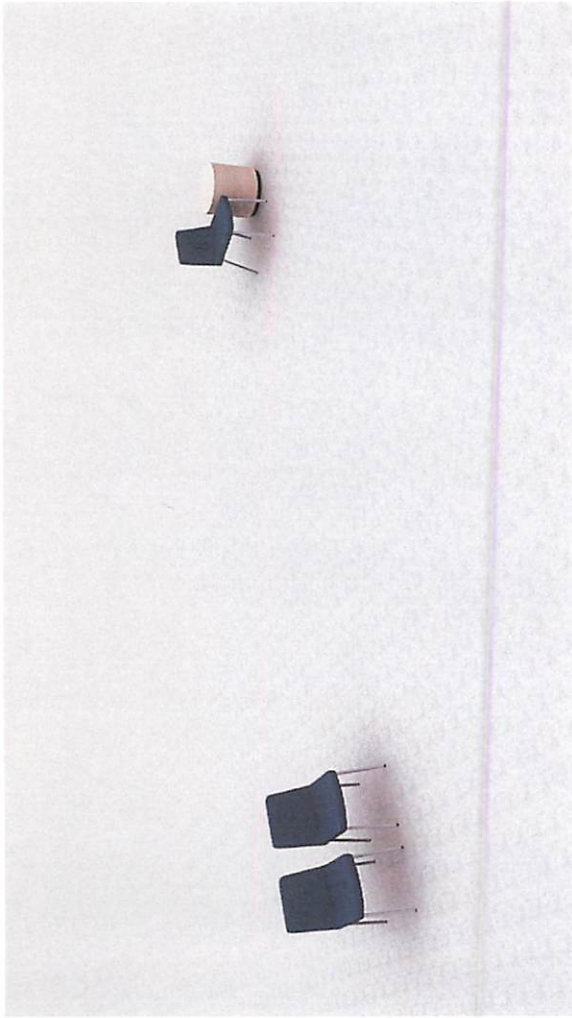
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2FLR ALCOVE & CONFERENCE WAITING

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**DATE:**

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5:41:36 PM

**PROJECT:**

95382-Z.cndrw

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